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भारत सरकार  
Government of India  
रक्षा मंत्रालय  
Ministry of Defence  
मानकीकरण निदेशालय  
Directorate of Standardisation,  
'एच'ब्लाक,डाकघर: निर्माण भवन  
'H' Block, PO: NirmanBhawan,  
नईदिल्ली- 110 011  
New Delhi-110 011

RFP No: 3054/TIC/STD/TE

02 May 2018

To,

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**INVITATION OF BIDS FOR HIRING OF 25 CLERKS FOR DATA ENTRY JOBS  
AT DIRECTORATE OF STANDARDISATION (DOS)**

**REQUEST FOR PROPOSAL (RFP) No. 3054/TIC/STD/TE dated 02 May 2018**

Dear Sir,

1. Director, Directorate of Standardisation (DOS) invites Bids under two Bid system (Technical and Commercial Bid) in sealed bid system (Singal Stage Two Envelope) from contractors for Outsourcing (hiring) of CLERKS for Data Entry Jobs (25 Nos.) based on the Minimum Wages Act 1948 on contract basis at various locations of this Directorate, i.e. 'A', 'H' & 'J' Block, Kashmir House, Sena Bhavan and South Block all located in New Delhi for a period of one year conforming to the following:-

'Outsourcing of Data Entry Operators categorized as (Matriculate but not graduate and Graduate and above) under scheduled employments of Government of National Capital Territory of Delhi, Labour Department Notification No. F.No 12(142)/02/MW/VII/201 dated 04 Apr 2018 for keying in the data into computers and for assistance in routine official work on computers. He/She should be proficient in MS Word, MS Excel & MS Power Point with a minimum typing speed of 40 w.p.m. **Experience of Two years is desirable (Ref Part-II of RFP).**

2. The RFP can be downloaded from Dte's website [www.ddpdos.gov.in](http://www.ddpdos.gov.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in) or from <https://www.tcil-india-electronictender.com> at any time prior to the deadline for submission of bids. DOS, may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents. Amendments, if any, will be provided in the form of Addenda/Corrigenda to the Bidding Documents, which will be posted in DOS's website [www.ddpdos.gov.in](http://www.ddpdos.gov.in) and also hosted on Central Public Procurement Portal (CPPP) i.e. [www.eprocure.gov.in](http://www.eprocure.gov.in). Addenda/Corrigenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda/Corrigenda had been taken into account by the Bidder in its Bid. The special instruction ( for e-Tendring) supplement "Instruction to Bidders" is given in **Appendix A** of this document. **Submission of online Bid is mandatory for this Tender.**

3. For conducting electronic tendering, Directorate of Standardisation (DOS) has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. Tender document may be downloaded <https://tcil-india-electronictender.com>, <https://ddpdos.gov.in> or <http://eprocure.gov.in/cPPP/>. The address and contact number for sending offline documents regarding this RFP as given below:-

- (a) Bids/queries to be addressed to : The Director  
Directorate of Standardisation  
Government of India  
Ministry of Defence  
'H' Block  
PO NirmanBhawan  
New Delhi- 110011
- (b) Postal address for sending the Bid: Same as above
- (c) Name/designation of the contact person : Daljeet kaur, Dy. Director
- (d) Telephone numbers of the contact person : 011-23043258
- (e) e-Mail ID of the contact person : [oictic.defstand@gov.in](mailto:oictic.defstand@gov.in)
- (f) Fax number: 011-23015686

4. This RFP is divided into five Parts as follows:

- (a) **Part I** – Contains General Information and 'Instructions to Bidders' about the RFP such as the time, place of submission and opening of tender, validity period of tender, etc.
- (b) **Part II** – Contains essential details of the services required. Such as Schedule of Requirement (SOR), Technical Specification, delivery period, Mode of Delivery and Consignee details.
- (c) **Part III** – Contains 'Standard Conditions of Request for Proposal (RFP)' which will form part of the contract.
- (d) **Part IV** – Contains '**Special Conditions of Contract '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 Technical and Commercial Bids.

5. **Pre Bid Meeting:** A Pre-Bid meeting will be held in the office of the OIC, TIC at 1100 hrs on 17 May 2018. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of RFP being floated. It is recommended that bidders/their authorized reps attend the said meeting to familiarize themselves with the scope of work and clarify doubts, if any. Details of personnel (one person per bidder) should be forwarded latest by 1000 hrs on 17 May 2018.

6. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part there of at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

Thanking you,

Yours faithfully,

For Director of Standardisation

**PART - I**  
**GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS**

1. The e-tendering will be undertaken in sealed bid system ( Single Stage Two envelope) for hiring of Data Entry Job Services at Director of Standardisation, New Delhi. **Submission of online bids is mandatory for this Tender.** Commercial bids of only those firms whose Technical Bids are valid and conform to technical requirements will be opened.
2. The participating vendors are to submit bids as per TCIL's Special instructions to Bidders for e-Tendering (Appendix-A), For participating in this tender online, the instructions given in Appendix-A of this RFP are to be read carefully. These instructions are supplemented with more detailed guideline on the relevant screens of the ETS (Electronic Tendering System). No responsibility will be taken for postal delay or non-delivery/non receipt of offline documents. Bid submitted by FAX or e-mail will not be accepted.
3. **Last date and time for depositing/receipt of the Bids:** 31 May 2018 at 1000 HRS.
4. **Time and Date and Place for opening of Bids:** The entire bids-submission would be online on ETS (unless specified for Offline Submissions). (The technical bids will be opened at 1100 Hrs on 31 May 2018 on <http://tcil-india-electronictender.com>). Time and date for opening for commercial bids will be intimated later.
5. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 days prior to the date of opening of the bids i.e by 17 May 2018. Queries and clarifications by the Directorate of Standardisation will be hosted on the website <http://www.ddpdos.gov.in>. Clarifications sought prior to pre-bid meeting will also be clarified during the pre-bid meeting.
6. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. As per the provision of electronic tender system (ETS) of TCIL. 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 specified bid validity. Withdrawal of a bid during this period will result in forfeiture of bid security/EMD.
7. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
8. **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.
9. **Forfeiture of EMD:** The bid security/earnest money will be liable to be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of his tender. No interest will be paid on the EMD (Para 14 of Part I also refer).
10. **Eligibility Criteria:** A Technical Committee will be constituted to scrutinize the bids. The Committee reserves the right to reject any or all bids without assigning any reason thereof.
11. **Duration of contract and renewal option:** The duration of contract will be for one year commencing from the date of signing of contract by both the parties. The contract may be renewed for 2<sup>nd</sup> and 3<sup>rd</sup> years at the same rate as the first year if mutually agreed to by the Directorate of Standardisation and the Contractor. A decision on extension of the contract would be taken before the expiry of the contract.
12. Contractors/Firms whose contracts with Directorate of Standardisation have been foreclosed/terminated due to unsatisfactory performance/delivery of services or the performance of contractors/firms have been rated as unsatisfactory by user(s) in the Directorate of Standardisation are not eligible to apply for three years from the date of foreclosure of the contract/unsatisfactory rating by user (s) of Directorate of

Standardisation. In case such contractors/firms respond to this RFP, their bids will be summarily returned unactioned/unopened.

13. **Bid Validity:** Bids should be valid for a minimum of 120 days from the date of opening.

14. **Earnest Money Deposit (EMD) / Bid Security:** Bidders are required to submit Earnest Money Deposit (EMD) RS 208200/= of total value of contract along with their bids. The EMD may be submitted in the form of an 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 in favour of 'Director, Directorate of Standardisation'. EMD is to remain valid for a period of forty-five business days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. **EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself.**

15. **Certificate by Vendor:** It is mandatory for the vendor to fill up the compliance matrix at **Enclosure- I to Part V** and submit the same along with the bid submitted.

16. **Instruction for bidders:** The bidders are to adhere to following points while preparing the bids:-  
(a) Firms should mention the RFP number, date and subject in the quote as well as on the sealed envelope.  
(b) Validity of quotes has to be mentioned in the quotations.  
(c) The EMD Submitted by the bidders need to be mentioned in the bids.  
(d) The bidders are to give acceptance of compliance matrix placed at **Enclosure- I to Part V** along with the bids failing which the tenders will be invalid.

17. The Director, DOS reserves the right to ACCEPT or REJECT any quotation or cancel this tender without any prior notice without assigning any reason thereof. At any time prior to the deadline for submission of bids, DOS, may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend/withdraw this RFP. Amendments, if any, will be provided in the form of Addenda/Corrigenda to the RFP which will be posted on Directorate of Standardisations (DOS) website i.e. [www.ddpdos.gov.in](http://www.ddpdos.gov.in) and also be hosted on Central Public Procurement Portal (CPPP) i.e. [www.eprocure.gov.in](http://www.eprocure.gov.in). Addenda/Corrigenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda/corrigenda had been taken into account by the Bidder in its Bid.

18. **In terms of Deptt of Expenditure, Ministry of Finance O.M No. 29(1)/2014-PPD dated 28 Jan 2014, if any bidder quotes 'NIL' charges/consideration, such bid shall be treated as unresponsive and will not be considered.**

19. The tendering Company/Firm/Agency is required to enclose photocopies of the documents, as mentioned in **Enclosure- I to Part V** failing which their bids shall be summarily/outrightly rejected and will not be considered any further:

20. **Some Bidding related Information for this Tender (Sealed Bid)**

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts/ Envelopes
  - Technical-Part
  - Financial-Part
- Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Tender Documents/ Addendum

21 **Offline Submissions:**

The bidder is requested to submit the following documents to Directorate of Standardisation in Sealed Envelope mentioned therein project name (in legible font), the tender number and endorsement "DO NOT OPEN BEFORE" (due date & time):-

- (a) Original copy of the Bid Security of Rs 208200/= the form of an 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 in favor of 'Director, Directorate of Standardisation'. (Para 14 of Part – I of instant RFP refers
- (b) Duly signed declaration letter regarding acceptance of terms and conditions contained in the ibid tender document
- (c) Bidders should also provide the 'Pass Phrase' in double sealed cover.

The documents (offline) as mentioned at Para 20 above are to be sent to the under mentioned address before the start of **Public Online Tender Opening Event in a Sealed Envelope:-**

<b>Contact Persons</b>	<b>The Director, Directorate of Standardisation(DOS)</b>
<b>Address</b>	'H' Block Hutments, Near Gate No. 3 of Udyog Bhawan Metro Station, New Delhi – 110011 [ <b>Sealed envelope should be dropped in DoS tender Box located at Gate No. '6' of 'H Block Hutments, Moti Lal Nehru Marg, Near Gate No.3 Near Udyog Bhawan Metro Station, New Delhi -110011 by due date and time</b> ].

**Note:** The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

**Contacting Directorate of Standardisation (DOS)**

22. From the time of bid opening to the time of Contract award, if any Bidder wishes to contact Directorate of Standardisation for seeking any clarification in any matter related to the bid, it should do so in writing by seeking such clarification/s from an authorized person. Any attempt to contact DOS with a view to canvas for a bid or put any pressure on any official of the Directorate of Standardisation may entail disqualification of the concerned Bidder or his Bid.

**PART-II**  
**ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED**

**SCOPE OF WORK**

**TECHNICAL REQUIREMENT FOR DATA ENTRY OPERATORS TO BE DEPLOYED BY THE SUCCESSFUL COMPANY/FIRM/AGENCY IN THE DIRECTORATE OF STANDARDISATION WITH PROPER DOCUMENTARY PROOF.**

- 1. He/She should be having desired Educational qualification (10<sup>th</sup> class/Graduate) with English as one of the subject.**
- 2. He/She should have minimum typing speed of 40 words per minute in English or Hindi.**
- 3. He/She should be conversant with the working of the computers knowledge of MS Word, MS Excel and MS Power Point packages is essential.**
- 4. His/her antecedents should have been got verified by the agency/vendor from the local police authorities.**
- 5. It is desirable that He/she should have 2 years experience of working as Data Entry Operator in reputed Public / Private institutions /Central/ State Government offices.**
- 6. Broad nature of work involves keying in the data into computer and assistance in routine official work on computers i.e. typing of letters in standard format, preparation of Powerpoint presentations, maintaining and upkeep of files and records and any other duties as and when assigned by the superiors.**
- 7. He/She has to work under the guidance of the concerned officer and staff.**
- 8. If required he/she should be prepared to work on Saturday/Sunday/Holiday as specified by the Dte of Standardisation in case of unforeseen circumstances.**
- 9. He/She should not divulge any information related to the office or work to anybody.**
- 10. The firm will be responsible for their conduct and discipline of the Clerks/DEOs.**
- 11. Working hours shall be as per the office hours of Directorate of Standardisation i.e 0900 hrs to 1730 hrs for all working days. In case of service exigencies he/she be prepared to work beyond working hours.**

## PART III

### STANDARD CONDITIONS OF REQUEST FOR PROPOSAL

1. The Data Entry Operators are required to be paid as per the prescribed wages under the Minimum Wages Act, 1948 and notified under the act as applicable in the State of Delhi. In case of any change in VDA during the period of contract as per the notifications published by Labour Department, the hired employees shall be paid as per the revised/enhanced wages and a supplementary bill shall be furnished by the vendor to this office for payments.
2. For all intents and purposes, the service providing agency shall be the “Employer” within the meaning of different Labour Legislations in respect of Data Entry Operators (DEOs) so employed in Directorate of Standardisation. The persons deployed by the agency in the Directorate of Standardisation shall neither have claims of Master and Servant relationship nor shall have any principal and agent relationship with or against the Directorate of Standardisation.
3. The service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. The Directorate of Standardisation shall in no way be responsible for settlement of such issues whatsoever. The tendering agency/Vendor/Firm will be responsible for compliance of all statutory provisions relating to minimum wages Act, GST/IGST, EPF and ESI etc. in respect of the person deployed including depositing of all taxes, levies, Cess etc. as applicable in territory of State of Delhi. The vendor/contractor shall submit proof of all relevant documents as may be provided for in the relevant statutes inter alia, including the Contract Labour (Regulation and Abolition) Act, 1970, EPF Act, ESI Act, Payment of Wages Act (Govt. notification) and shall further comply with the statutory obligation thereof by filing returns and submitting necessary forms to various Govt. Departments as applicable. The details of the GST/IGST, EPF, ESI, Service Tax etc being deposited with the government in respect of all the hired employees shall also be furnished to this office on monthly basis. This is required to be submitted by the successful vendor along with monthly bills. Monthly bills should also be accompanied with documentary proof of payment disbursed to Clerks/DEOs and subscription deposited with EPF, ESI authorities as per **Enclosure- I to Part III**. The details of accounts of all hired employees shall also be furnished to this office within a month of signing of the contract but before the first salary disbursement. During the period of contract, if there is any change in the rate of any of the statutory taxes/levies etc or any tax/levy is abolished/introduced by the central/state govt. resulting in increase/decrease of amount of such taxes/levies, the same will be reimbursed to the supplier accordingly.
4. **Selection of Sponsored Candidates.** The selected firm must send candidates with printed Bio-Data, Identification Proof, Experience certificate etc. for selection through test/ interview before acceptance. In order to ensure that continuity of employees is maintained at all times as per contract, firm must employ additional clerks for data entry jobs to act as a reserve pool. Firm is also advised to intimate the name and number of such persons kept in reserve well in advance.
5. **Hiring of Outsourcings.** The selected candidates will then be provisionally accepted pending Police Verification. The responsibility of arranging of the police verification documents will be that of the concerned firm. The firm providing the candidate will be the hiring agency for the candidates. The Directorate will interact only with the providing firm in this regard. After obtaining the contract, the firm has to submit an undertaking taken from the deployed individuals that they can be removed/terminated any time without assigning any reason during the period of contract.
6. **Payments.** Payment towards the Outsourcings will be made on monthly basis by PCDA (Hqrs.) ‘G’ Block, PO: NirmanBhawan, New Delhi-110011 through cheque/e-payment on receipt of your pre-receipted bill accompanied with satisfactory ‘Job Completion Certificate’ to be issued by user at the completion of job work period on a monthly basis. It is re-iterated that all payments to the hired employees shall be made through account payee cheque or ECS by the Vendor/employer after issuing pay slip to all deployed clerks/DEOs. The TDS as prescribed from time to time by Income Tax Deptt shall be deducted at source from the bills by PCDA HQrs. Payment to the service provider would be made after verification of requisite documents towards depositing of payment of contribution for ESI & Service Tax etc. Payment of wages to the employees is the responsibility of the service provider by 5<sup>th</sup> of every succeeding month irrespective of the delay in release of payment by PCDA HQrs which could be due to administrative reasons.

7. The Department will not bear any cost of personal accident/claim for any facility in respect of the hired Clerk/DEO. The Clerk(s) and/or the agency shall have no right to claim for engagement/employment with the Directorate of Standardisation under any circumstances. The persons deployed by the service providing agency shall not claim or shall not be entitled to pay, perks and other facilities admissible to casual, adhoc, regular/confirmed employees of the Directorate of Standardisation during the currency or after expiry of the contract. The hired DEOs/Clerks and/or the service provider shall not claim any benefit/compensation/absorption/regularization of services with office under the provision of Industrial Disputes Act 1947 or Contract Labour (Regulation & Abolition) Act, 1970. **Undertaking from the person to this effect will be required to be submitted by the service provider to this office.**

8. The service provider has to provide the photo identity cards to the employees deployed by him/her for carrying out the work which should be worn by their employees at all times during their presence at Directorate of Standardisation.

9. The contract is purely on *temporary basis*. It does not give any right extension and/or permanent employment to any operator in any way.

10. **TERMINATION OF CONTRACT-** The Contract may be short closed or terminated at the discretion of the purchaser on the following grounds:-

(e) The Vendor fails to provide satisfactory services during the contract. Dte of Standardisation will issue a notice to the vendor/supplier in case services of vendor/supplier fail to satisfy the customer. A notice of 07 days will be issued to rectify the problem. Non-compliance or unsatisfactory work may lead to termination of the existing contract without any financial remuneration to either side.

(f) Any information provided by the Vendor is found to be untrue.

(g) The Vendor is found to have attempted to influence a person involved with the Contract through unethical means.

(d) For Convenience:DOS by written notice sent to Bidder may terminate the contract in whole or in part at any time atit's convenience giving prior notice of one month.

11. **Performance Security:** Successful vendor/supplier shall have to deposit a security amount of 10% of the value of contract within 30 days valid for a period of 02 months beyond the period of contract. For this purpose the security deposit shall be paid through Bank Guarantee. After submission of security money, the vendor/contractor shall have to enter into signing of contract agreement failing which the work would be given to any other agency at the absolute discretion of the Director, Directorate of Standardisation. The Security Deposit money of the contract will be forfeited in case of failure/ breach of any terms & conditions mentioned above. Format is as per **Appendix'B'**.

12. **Penalty**

(a) The DEOs/Clerks so hired by the DOS must be punctual & regular in attendance otherwise the absent period would be counted for deduction from the monthly payments. It is advisable that at least 03 persons must be kept in reserve, holding the necessary police verification etc. so that in case of absence of any of the deployed DEOs/Clerks, the DEO/Clerk from the reserve pool may be deployed in the place of the absentee DEO/Clerk in order to avoid disruption in the work. It is intimated that no leave of any kind shall be granted to the hired employees. In case any employee applies for leave, a replacement must be provided for the period of absence immediately without a gap of even a single day else corresponding amount from the payment towards the Outsourcings shall be deducted without any notice while processing the monthly payments by this office.

(b) In any case, the hired employees deputed on the job would not be removed/ replaced without the prior permission of this office. However, if anyone resigns from his/her job, a copy of his /her resignation letter along with the Defence Security pass issued to him/her shall be submitted to this office within two working days without fail.





## PART – IV

### SPECIAL CONDITIONS GOVERNING CONTRACT FOR PROVISION OF CLERKS FOR DATA ENTRY JOBS

#### Term of Contract

1. The contract shall be for a period of 01 year initially from the date of placing the Supply Order(SO) and may be extended/renewed by further one year at the most on the same terms and conditions. Such extension or renewal of the contract will be at the sole discretion of the Directorate of Standardisation. The vendor will not have any right or claim to such extension or renewal. The vendor/firm may have the option to give his willingness/unwillingness for such extension/renewal.

#### Consignee's right of rejection

2. If DOS considers in its sole judgment that the Resource(s) provided by the firm are unsuitable for the job for whatsoever reason, DOS shall have the option either (i) to terminate the Purchase Order in part or as a whole or (ii) to request firm for prompt replacement within 07 days at firm's cost.

3. Surprise checks shall be carried out for verification of the fact that the firm is making payments to clerks as per Minimum Wages Act and also depositing the due subscription with the ESI, Service Tax etc with the concerned authorities in time for each hired clerk. In case it is found that the firm is not complying with the statutory requirements as per Minimum Wages Act and is not making necessary payments with the concerned authorities, action for foreclosure of the contract shall be initiated.

#### Arbitration

4. As far as possible all differences would be resolved by mutual discussions between the two parties. However in the event of any unresolved dispute arising out of the Contract, it shall be referred to the Sole Arbitration of an Officer appointed as the Sole Arbitrator by the **Director, Directorate of Standardisation, New Delhi**. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Defence Procurement Manual available in MoD website). However, other clauses governing Arbitration is as given under:-

5. There shall be no objection if the Arbitrator is Government Servant and that during the course of his/her duties as Government servant, he/she expressed view on all or any of the matters in dispute or difference.

6. The demand for Arbitration must be in writing and made within one month from the **date of termination** of the contract.

7. The award of the Arbitrator shall be final and binding on both parties to the Contract.

8. The venue of Arbitration would be New Delhi.

#### Law

9. The laws of India shall govern the Contract. The Contract shall be deemed to have been made at the place from where the Supply Order/Bid Award is issued and only the Courts of that place shall have jurisdiction to decide on any dispute arising out of the Contract.

**PART – V**  
**(TECHNICAL AND FINACIAL BID FORMAT)**

**FOR PROVIDING MANPOWER 35 DATA ENTRY OPERATORs / (CLERKS)  
TO PERFORM JOBS ASSIGNED TOAT DIRECTORATE OF STANDARDISATION**

1. The evaluation will be carried out based on two bid system as indicated below:-
  - (a) Technical Evaluation
  - (b) Commercial Evaluation
  
2. **Technical Evaluation**
  - (a) The evaluation process would consider whether the bidder has requisite prior experience and expertise to address Directorate of Standardisation's requirements and objectives. Directorate of Standardisation will examine the bids to determine whether they are complete, whether required information has been provided as underlined in the Bid document, whether the documents have been properly signed, and whether bids are generally in order. Only those Bids which comply to the Technical Evaluation Criteria will be taken up for commercial evaluation. To assist in the examination, evaluation and comparison of bids, Directorate of Standardisation may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
  
  - (b) Written replies submitted in response to the clarification sought by Directorate of Standardisation, if any, will be reviewed. Directorate of Standardisation may interact with the Customer references submitted by Bidder, if required. If a Bid is not substantially responsive, it will be rejected by Directorate of Standardisation and may not subsequently be made responsive by the Bidder by correction of the nonconformity. Directorate of Standardisation determination of bid responsiveness will be based on the content of the bid itself.
  
  - (c) The Technical Bid should consist of the documents in the sequence given below:-
    - (i) Index page indicating the technical bid contents with appropriate page numbers.
    - (ii) The Technical Evaluation Compliance Status as per format at **Encl. I** alongwith the required supporting documents in the same sequence.
    - (iii) Acceptance of all terms and conditions specified in the RFP documents as per declaration given at **Encl. III**
    - (iv) Any additional relevant document on Company Profile, Employee Profile.
  
3. **Commercial Evaluation:** Commercial evaluation to determine the L1 bidder will be carried out after completion of Technical Evaluation. Only the Bidders who meet the requirement of Technical Evaluation will be considered for commercial evaluation. Format for Commercial Bids is attached at **Encl. II**.
  
4. Wages to be paid to DEOs will be governed by Minimum Wages Act 1948 and amendments thereto and other statutory taxes etc. Bidders are required to quote all the component of wages as per current applicable rates.

**COMPLIANCE SHEET FOR VENDOR EVALUATION**

Sl No	Criteria	Compliance Status (Yes/No)	Reasons for Non-Compliance	Supporting Documents Required
1.	Name of the Company with registered address and contact details			
2	Present address with phone/fax/mobile numbers and name of the contact person			
3	EPF registration No. of the firm			
4	ESIC Registration No. of the firm			
5.	<b>GST</b> registration No. of the firm			
6.	PAN No. in the name of the firm or in the name of the proprietor of the firm			
7.	Proposal submitted in accordance with RFP			
8.	EMD as per RFP enclosed with the bid			
9.	Vendors willing to pay performance security within 30 days of award of contract			
10.	The vendor must be based at New Delhi			
11.	Consortium approach is not permitted			
12.	The Vendor must submit registration certificate with Ministry of Labour/Dept of Labour, NCT of Delhi			
13.	The Vendor must have executed at least one contract of similar nature of value not less than Rs. 1.00 Crore per annum or at least two contracts of value not less than Rs. 50.00 Lakhs per annum.			
14.	Self Certificate that the agency is /has not been black listed by Centre/State Government/PSUs)			

**A. For Clerks/Data Entry Operators(DEOs) with educational qualification of Matriculation and above but not Graduate. (03 Nos)**

Sr. No	Description	Cost/Rate in Rs	Cost/Rate in Rs	Cost/Rate in Rs
		Per Clerk (p.m.)	For 03 Clerks (p.m.)	For 03 Clerks per year
(a)	Basic Wages+VDA (rates applicable w.e.f 04 Apr 2018)			
(b)	ESI employer share (@ 4.75%)			
(c)	EPF employer share (@ 13.16%)			
(d)	Bonus			
(e)	*Service Charge (Profit Margin fixed)			
(f)	Total			
(g)	GST/IGST (@18%)			
(h)	<b>Grand Total</b>			

\* In terms of Deptt of Expenditure, Ministry of Finance O.M No. 29(1)/2014-PPD dated 28 Jan 2014, if any bidder quotes 'NIL' charges/consideration such bid shall be treated as unresponsive and will not be considered.

**B. For Clerks/Data Entry Operators(DEOs) with educational qualification of Graduation and above (22 Nos.)**

Sr. No	Description	Cost/Rate in Rs.	Cost/Rate in Rs.	Cost/Rate in Rs
		Per Clerk (p.m.)	For 22 Clerks (p.m.)	For 22 Clerks per year
(a)	Basic Wages+VDA (rates applicable w.e.f 04 Apr 2018)			
(b)	ESI employer share (@ 4.75%)			
(c)	EPF employer share (@ 13.16%)			
(d)	Bonus			
(e)	*Service Charge (Profit Margin fixed)			
(f)	Total			
(g)	GST/IGST (@18%)			
(h)	<b>Grand Total</b>			

\* In terms of Deptt of Expenditure O.M No. 29(1)/2014-PPD dated 28 Jan 2014, if any bidder quotes 'NIL' charges/consideration such bid shall be treated as unresponsive and will not be considered

Signature of the Tenderer \_\_\_\_\_

Dated:

Name of Tenderer \_\_\_\_\_

Office Seal

Contd/---

**NOTES:**

- i) In case of any change in Minimum wages/government taxes during the period of contract as per the notifications published by Labour Department, payments to the vendor will be revised/enhanced and a supplementary bill shall be furnished by the vendor to this office for payments. In case of upward revision of minimum wages (Basic/VDA), the vendor must pass on the benefit to the hired DEOs.
- ii) During the contract period the number of DEOs may decrease/increase depending on the requirement. Payments shall be made accordingly. If this Directorate has any additional requirement of DEOs during the period of contract the same will be provided by the firm at the same rate per DEO.
- iii) The payment shall be made on conclusion of the calendar month only on the basis of duties performed by each person during the month. Pay slip has to be issued to deployed clerks/DEOs by the firm each month prior to release of payment.
- iv) EPF & ESI component shall be paid as per applicable rates.

**DECLARATION REGARDING ACCEPTANCE OF TERMS AND CONDITIONS  
CONTAINED IN THE TENDER DOCUMENT.**

To

Director  
Directorate of Standardisation  
Ministry of Defence  
'H' Block, New Delhi - 110011

Sir,

I have carefully gone through the Terms and Conditions contained in the **RFP No.3054/TIC/STD/TE dated 02 May 2018** regarding hiring of Clerks/Data Entry Clerks for Data Entry Jobs. I declare that all the Terms and Conditions of this Tender document are acceptable to my Company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

2. 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 liabilities towards prosecution under appropriate law.

3. Having examined the tender documents, terms and conditions stipulated therein, specifications of work etc. we the Undersigned, offer to execute the work in conformity with the said specifications and conditions of contract and the offered rates are as under. If our Bid is accepted, we shall submit the security deposit as per the conditions mentioned in the contract. We agree to abide by this Bid for a period of 90 days from the date of opening of bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

4. Details of Earnest Money Deposit Amount :

D.D. / P.O &Date : Drawn on Bank :

Yours Faithfully

Name\_\_\_\_\_

Firm's Seal with Date

Designation\_\_\_\_\_

Company\_\_\_\_\_

Address:\_\_\_\_\_

**SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING**

**1. General**

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Directorate of Standardisation (DOS) has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender®. A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS).

**2. Benefits to Suppliers are outlined on the Home-page of the portal.**  
**Instructions**

**Tender Bidding Methodology:**

Sealed Bid System (*Single Stage Two Envelope*)

**Broad Outline of Activities from Bidder's Perspective:**

- a. Procure a Digital Signing Certificate (DSC)
- b. Register on ElectronicTendering System® (ETS)
- c. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
- d. View Notice Inviting Tender (NIT) on ETS
- e. For this tender -- Assign Tender Search Code (TSC) to an MA
- f. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
- g. Clarification to Tender Documents on ETS
  - Query to Directorate of Standardisation (Optional)
  - View response to queries posted by Directorate of Standardisation (DOS).
- h. Bid-Submission on ETS
- i. Attend Public Online Tender Opening Event (TOE) on ETS
  - Opening of relevant Bid-Part
- j. Post-TOE Clarification on ETS (Optional)
  - Respond to Directorate of Standardisation (DOS) Post-TOE queries
- k. Attend Public Online Tender Opening Event (TOE) on ETS
  - Opening of relevant part (ie Financial-Part)
    - (Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS



## **Digital Certificates**

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

### **3. Registration**

To use the ElectronicTender® portal <https://www.tcil-india-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

### **4. Any Instructions for Online/ Offline Payment of Registration Fee**

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

**Important Note:** To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

<b>TCIL/ ETS Helpdesk</b>	
<b>Telephone/ Mobile</b>	<b>Customer Support: +91-11-26241790 (Multiple Lines)</b> <b>Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792</b>
<b>E-mail ID</b>	<a href="mailto:ets_support@tcil-india.com">ets_support@tcil-india.com</a>
<b>Directorate of Standardisation (DOS) Contact</b>	
<b>Directorate of Standardisation (DOS) Contact Person</b>	Daljeet Kaur, Dy Director
<b>Telephone/ Mobile</b>	<b>Telephone/ Mobile 011-23043258</b> <b>[between 9:30 hrs to 18:00 hrs on working days]</b>
<b>E-mail ID</b>	<b>E-mail Id :oictic.defstand@gov.in</b>

### **5. Some Bidding related Information for this Tender (Sealed Bid)**

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts/ Envelopes
  - Technical-Part
  - Financial-Part
- Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Tender Documents/ Addendum

### **6. Offline Submissions:**

**The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope**

<b>Contact Persons</b>	<b>The Director Directorate of Standardisation(DOS)</b>
<b>Address</b>	'H' Block Hutments, Near Gate No. 3 of Udyog Bhawan Metro Station, New Delhi – 110011 [ <b>Sealed envelope should be dropped in DoS tender Box located at Gate No. '6' of 'H Block Hutments, Moti Lal Nehru Marg, Near Gate No.3 Near Udyog Bhawan Metro Station, New Delhi -110011 by due date and time].</b>

The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

**a. Original copy of the Bid Security of Rs 208200/= the form of an 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 in favor of 'Director, Directorate of Standardisation'. (Para 14 of Part – I of instant RFP refers).**

**b. Duly signed declaration letter regarding acceptance of terms and conditions contained in the ibid tender document.**

**c. Bidders should also provide the 'Pass Phrase' in double sealed cover.**

**Note:** The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

## **7. Special Note on Security and Transparency of Bids**

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the ElectronicEncrypter® functionality, the contents of both the 'ElectronicForms®' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the DOS and the personnel of e-tendering service provider.

**CAUTION:** All bidders must fill ElectronicForms® for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms® and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms®, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the ElectronicForms® and the 'Main-Bid', the contents of the ElectronicForms® shall prevail. Alternatively, the Directorate of Standardisation reserves the right to consider the higher of the two pieces of information (eg the higher price) for the purpose of short-listing, and the lower of the two pieces of information (eg the lower price) for the purpose of payment in case that bidder is an awardee in that tender (**if applicable**).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

## 8. Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted by the bidder himself during the TOE itself or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

## 9. Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electrontender.com>, and go to the **User-Guidance Center** .

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

**Important Note:** It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

Appendix 'B'

(Refers to para 11 of part III of RFP )

**FORM DPM-15**  
**PERFORMANCE BANK GUARANTEE FORMAT**

**From:**  
**Bank** \_\_\_\_\_

To,  
The President of India  
Ministry of Defence,  
Government of India  
New Delhi

Dear Sir,

1. Whereas you have entered into a contract No. \_\_\_\_\_ dated- \_\_\_\_\_ (hereinafter referred to as the said Contract) with M/s \_\_\_\_\_, hereinafter referred to as the of goods as per Part-II of the said contract to the said seller and where as the Seller has undertaken to produce a bank guarantee for( % ) 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 seller that, in the event that the President of India declares to us that the goods not been supplied according to the Contractual obligations under the aforementioned , we will pay you, on demand and without demur, all and 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.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Seller, indulgence to the Seller by you, or by any alterations in the obligations of the Seller or by any forbearance whether as to payment, time performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for ..... months for acceptance of test consignment in India or until all the store, spares and documentation have been supplied according to the contractual obligations under the said contract. 5. 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.

6. This guarantee shall be a continuing guarantee and shall not be discharged by and change in the constitution of the Bank or in the constitution of M/s \_\_\_\_\_.