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भारत सरकार, रक्षा मंत्रालय

रक्षा मानकीकरण कक्ष

रायपुर, देहरादून-248008

**GOVT OF INDIA, MIN OF DEFENCE
DEFENCE STANDARDISATION CELL
RAIPUR, DEHRA DUN- 248 008**

DSC/DDN/TE/01

05 Mar 2015

**REQUEST FOR PROPOSAL (RFP) FOR HIRING OF TWO (02) IN
NUMBER DATA ENTRY OPERATOR (DEO) THROUGH OPEN
TENDER ENQUIRY UNDER SINGLE BID SYSTEM FOR DS CELL,
DEHRADUN**

1. The Officer-in-Charge Defence Standardisation Cell, Dehradun invites on behalf of Directorate of Standardisation sealed tenders from contractors with following QRs for of two (02) in number Data Entry Operator through Open Tender Enquiry in a Single Bid System for a period of 01 year on contract basis at Defence Standardisation Cell, Raipur, Dehradun for Data feeding work:-
 - (a) Company should be in similar line of business for at least 02 years and should have executed same contract with any State Govt./Central Govt. Deptt./PSU or reputed Multi National Companies etc.
 - (b) Company should be technically competent and experienced to execute the contract with sufficient full time qualified manpower for the purpose of Date Entry Work. Satisfactory performance certificates issued by Govt. Deptt./PSUs or reputed MNCs be enclosed with the Technical Bids.
 - (c) Company should be registered with Competent Authorities such as Income Tax Department (having PAN Number), Service Tax Deptt etc. (Documentary proof to be attached with the Bid).
 - (d) Company should be registered with Labour Department Utrakhand for the purpose of supply of manpower and services and must be conversant with the provisioning of employees and should quote rates as per latest minimum wages notification issued by Regional Labour Commissioner (Utrakhand) under scheduled employment Skilled/Clerical category for Dehradun region under Minimum Wages Act 1948 with all statutory components as per applicability on the firm.
2. This RFP inviting Tender is divided into five Parts as follows:-
 - (a) Part I – Contains 'instructions to Bidders'
 - (b) Part II- Contains 'Scope of Work'
 - (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 the Contract' applicable to this RFP' and which will also form part of the contract with the successful bidder.
 - (e) Part V- Contains 'Format for Price Bids' 'Declaration Form' and Evaluation Criteria.

3. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the Notice, should it become necessary at any stage. Your quote should be submitted along with duly filled in pro-forma (ref Part –V) and a declaration from authorized signatory of your firm regarding acceptance of terms and conditions contained in the tender document (ref Part-V).

4. **Manner of submission of bids in Single bid system:-** All documents as per Annexure-I of Part-V of this RFP should be attached as documentary proof for evaluation and consideration of their bid alongwith financial bid as per Annexure II and III of Part-V of this RFP indicating item-wise price for the items mentioned in the bid and all other commercial terms and conditions. The financial bid alongwith all documents should be in a single sealed cover superscribed as “QUOTATION FOR HIRING OF DATA ENTRY OPERATORS AT DS CELL, DEHRADUN” and indicating below the Name of the Firm and Address.

5. The tender documents can also be downloaded from Government of India, e-procurement site <http://eprocure.gov.in>.
6. The duly completed bid/quotations in all respects stamped and sealed must reach to this office through registered post/dropped in Tender Box as per following details:-
- (a) Last Date and time of acceptance of quotation:- 06 Apr 2015/1400 Hrs
 - (b) Date and time of opening of Technical quotation:- 06 Apr 2015/1500 Hrs
at Conference Hall,
Bldg. No. P-57, DS Cell
Near OFIL, Raipur,
Dehradun-248008
7. Late quotation will not be accepted. Firms authorized rep may attend the tender opening on the designated time and date. **Representatives of firm are requested to bring authority letter to attend the tender opening on 06 Apr 2015.**
8. In case the bidder is not clear on any aspect of the tender documents, their representative can meet Officer-in-Charge, DS Cell, Dehradun after taking prior appointment, between 11 AM to 1 PM and 2 PM to 4 PM on any working day (except Saturdays/Sundays/Holidays) upto 24 hours before the deadline for tender submission to get necessary clarification. Clarifications may also be sought by mail/telephonically.
9. The contractor will not be allowed to alter or modify their bids/quotations after expiry of the deadline for receipt of bid/quotations.
10. Firm is required to mark the sealed envelope of quotation (ref para 4 & 5 above) as follows:-
- (a) QUOTATION FOR "HIRING OF DATA ENTRY OPERATORS FOR DS CELL, DEHRADUN".
 - (b) Tender Enquiry No. and Date.
 - (c) Date of Opening.
11. Your quotation must be addressed to:-
- (a) The Officer-in-Charge
Defence Standardisation Cell,
Bldg. No. P-57, Near OFIL
Raipur, Dehradun-248008 (Uttarakhand)
 - (c) All quotations have to be dropped in the "Tender Box" placed at Guard Room upto 1400 Hrs of 06 Apr 2015.
12. The contractor would comply with all the provision of various Labour Laws and other applicable enactments from time to time. Defence Standardisation Cell, Dehradun will not be responsible for any dispute arising out of in contravention of Labour Laws.
13. The Officer-in-Charge, DS Cell, Dehradun reserves the right to ACCEPT or REJECT any quotation or this tender may be cancelled without prior notice without assigning any reason.


Officer-in-Charge
Defence Standardisation Cell,
Dehradun

PART-1
INSTRUCTIONS TO BIDDER

1. RFP shall mean Request for Proposal. The Bidder is expected to examine all instructions, forms, Terms and Conditions and technical specifications in the Bidding Document. Submission of a Bid not responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid without any further reference to the Bidder. Defence Standardisation Cell (DS Cell), Dehradun reserves the right to take any decision with regard to RFP process for addressing any situation which is not explicitly covered in the RFP document. The Bidder must disclose any actual or potential conflict of interest with DS Cell, Dehradun.

Cost of Bidding

2. The Bidder shall bear all costs associated with the preparation and submission of its Bid, DS Cell, Dehradun will in no case be responsible or liable for those costs.

Amendment of Bidding Documents

3. At any time prior to the deadline for submission of bids, DS Cell, Dehradun may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents. Amendments will be provided in the form of Addenda/corrigenda to the Bidding Documents, which will be posted in DS Cell, Dehradun website and also hosted on Central Public Procurement Portal (CPPP). Addenda 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.

Preparation of Bid

Bid Price

4. Prices quoted in the Bid should include all costs including all applicable taxes, duties levies, VAT/Sales Tax/Service Tax, fees etc. whatsoever, except Octroi. Validity of **the bid should be minimum 90 days from the date of opening.** The VAT/SalesTax/Service Tax should be shown separately in the Price Schedule.

Earnest Money Deposit(EMD) /Bid Security

5. Bidders are required to submit Earnest Money Deposit (EMD) for an amount of Rs. 3,000/- 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 'Officer-in-Charge,

Defence Standardisation Cell'. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful 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 any State Govt./Central Govt. Deptt. Or any department of Ministry of Defence or Ministry of Defence itself** . 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. No interest will be paid on the EMD.

Return of EMD

6. (a) EMDs furnished by all unsuccessful bidders will be returned on expiry of the bid validity/finalization of successful bidder, whichever is earlier.
- (b) The EMD is successful bidder shall be returned/refunded after furnishing Performance Bank guarantee as required in this RFP.

Forfeiture of EMD

7. The EMD made by the Bidder will be forfeited if:

- (a) The Bidder withdraws his bid before opening of the bids.
- (b) The Bidder withdraws his bid after opening of the bids but before notification of award.
- (c) The selected bidder withdraws his bid/ proposal before furnishing Performance Guarantee.
- (d) The Bidder violates any of the provisions of the RFP up to submission of Performance bank Guarantee.
- (e) If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder turns out to be incorrect and/or conceals or suppresses material information.
- (f) Failure to accept the order by the Selected Bidder within 7 days from the date of receipt of the notification of award/purchased order makes the EMD liable for forfeiture at the discretion of Officer-in-Charge, DS Cell. However, DS Cell reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.

(g) Failure to submit the Performance Bank Guarantee within the stipulated period makes the EMD liable for forfeiture, in such instance, DS Cell at its discretion may cancel the Order placed on the selected bidder without giving any notice.

Format of Bid

8. **Manner of submission of bids in Single bid system:-** All documents as per Annexure-I of Part-V of this RFP should be attached as documentary proof for evaluation and consideration of their bid alongwith financial bid as per Annexure II and III of Part-V indicating item-wise price for the items mentioned in the bid and all other commercial terms and conditions. The financial bid along with all documents should be in a single sealed cover superscribed as "QUOTATION FOR HIRING OF DATA ENTRY OPERATORS AT DS CELL, DEHRADUN" and indicating below the Name of the Firm and Address.
9. Firm is required to mark the sealed envelope of quotation as follows:-
- (a) QUOTATION FOR "HIRING OF DATA ENTRY OPERATOR FOR DS CELL, DEHRADUN.
 - (b) Tender Enquiry No. and Date
 - (c) Date of Opening
10. Your quotation must be addressed to:-
- (a) The Officer-in-Charge
Defence Standardisation Cell,
Bldg. No. P-57, Near OFIL
Raipur, Dehradun-248008 (Uttarakhand)
 - (a) All quotations have to be dropped in the "Tender Box" placed at Guard Room upto 1400 Hrs of 06 Apr 2015.

Signing of Bid

11. The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid, except for printed instruction manuals and specification sheets shall be initialed by the person or persons signing the bid. The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid. The bid shall be signed by a person or persons duly authorized to bind the bidder to the contract.

Bid Submission

12. Bids sealed in accordance with the instructions to Bidders should be delivered at the address. The offers should be made strictly as per the formats given in the RFP.

Bid Currency

13. All prices shall be expressed in Indian Rupees only.

Bid Language

14. The Bid shall be in English Language.

Rejection of Bid

15. The Bid is liable to be rejected if:

- (a) The document doesn't bear signature of authorized person.
- (b) It is received through Telegram/Fax/E-mail.
- (c) It is received after expiry of the due date and time stipulated for Bid submission.
- (d) Incomplete/incorrect bids, including non-submission or non-furnishing of requisite documents/Conditional Bids/Bids not conforming to the terms and conditions stipulated in this Request for Proposal are liable for rejection by DS Cell, Dehradun. No bid shall be rejected at the time of bid opening, except late bids.

Deadline for Submission

16. The bidder to adhere to the last date of submission of this Tender Document.

Extension of Deadline for submission of Bid

17. DS Cell, Dehradun may, at its discretion, extend this deadline for submission of bids by amending the bidding documents which will be intimated through DS Cell website, in which case all rights and obligations of DS Cell and bidders will thereafter be subject to the deadline as extended.

Late Bid

18. Bids received after the scheduled time will not be accepted by DS Cell, Dehradun under any circumstances. DS Cell, Dehradun will not be responsible for any delay due to postal service or any other means.

Modifications and Withdrawal of Bids.

19. Bids once submitted will be treated, as final and no further correspondence will be entertained on this.

Right to Reject, Accept/Cancel the bid

20. DS Cell, Dehradun reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever. DS Cell, Dehradun does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender, any time during the tender process, without assigning any reason whatsoever. DS Cell, Dehradun also has the right to re-issue the Tender without the Vendors having the right to object to such re-issue.

RFP Abandonment

21. DS Cell, Dehradun may at its discretion abandon this RFP process any time before Notification of Award or Purchase Order or Supply Order.

Bid Evaluation Process

22. The bid evaluation will be carried out at the DS Cell, Dehradun and the decision of the Officer-in-Charge, DS Cell, Dehradun will be final.

Contacting DS Cell, Dehradun

23. From the time of bid opening to the time of Contract award, if any bidder wishes to contact DS Cell, Dehradun 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 DS Cell with a view to canvas for a bid or put any pressure on any official of the DS Cell may entail disqualification of the concerned bidder or his bid.

Facilities to be provided by DS Cell, Dehradun

24. DS Cell, Dehradun shall provide proper sitting arrangement with required facilities like desktop etc., internet & LAN connectivity free of cost for official work to the staff provided under the contract. These facilities shall not be used for any personal use. In case of any misuse of the facilities, penalty as deemed fit shall be imposed and recovered from the pending bills of bidder.

No Damage of DS Cell, Dehradun Property

25. Bidder shall ensure that there is no loss or damage to the property of DS Cell, Dehradun while executing the Contract. In case, it is found that there is any such loss/damage due to direct negligence/non performance of duty by any personnel, the amount of loss/damage so fixed by DS Cell, Dehradun shall be recovered from the Bidder.

Security Clearance

26. The employees of the bidder working at DS Cell, Dehradun need to have undergone a police verification for working in the directorate. The same will be mandatory for security clearance.

Indemnity

27. The Bidder shall indemnify, protect and save DS Cell, Dehradun and hold DS Cell harmless from and against all claims, losses, costs, damage, expenses, action suits and other proceedings,(including reasonable attorney fees), relating to or resulting directly or indirectly from:-

- (a) An act of omission or commission of the bidder, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by this Agreement.
- (b) Breach of any of the terms of this Agreement or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder.
- (c) Bonafide use of the deliverables and or services provided by the Bidder.
- (d) Misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project.
- (e) Claims made by the employees, sub-contractor's employees, who are deployed by the bidder, under this Agreement.
- (f) Breach of confidentiality obligations of the Bidder.
- (g) Gross negligence or gross misconduct solely attributable to the Bidder or by any agency, contractor, subcontractor or any of their employees by the bidder for the purpose of any or all of the obligations under this Agreement.

28. Bidder shall further indemnify DS Cell, Dehradun against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on DS Cell, Dehradun for malfunctioning of the equipment or software or deliverables at all points of time, provided however, DS Cell notifies the bidder in writing immediately on being aware of such claim, and the Bidder has sole control of defence and all related settlement negotiations, bidder shall be responsible for any loss of data, loss of life etc., due to acts of bidder's representatives, and not just arising out of gross negligence or misconduct etc., as such liabilities pose significant risk.

Bidder's Liability

29. The selected bidder will be liable for all the deliverables. The Bidder's aggregate liability in connection with obligations undertaken as part of the Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities, compensation suffered by DS Cell, Dehradun arising out of claims made by its customers and/or regulatory authorities.

PART-II

SCOPE OF WORK FOR DATA ENTRY OPERATOR (DEO)

1. Defence Standardisation Cell, Dehra Dun is engaged in preparation of Standardisation documents viz JSS, JSG, JSRL, JSPR, JSPS, JSQR etc & these are used by the three Services, DGQA, DGOF, DRDO establishments, PSUs and other Defence organizations located at Kotdwar & Haridwar. It is also engaged in the codification activities for the three services to reduce the inventory and conversion of Departmental Specification into Defence Specifications of AHSP at Dehradun. These works require knowledge of transformation and computerization. Server and LAN for networking have also been installed to co-ordinate standardisation activities with DGQA, DRDO, DGAQA, NAVY (NHO), OFs (OFD & OLF) BEL, BHEL and various other local Defence organizations. Information Technology Management and Educational System have also been installed to train the personnel from local Defence establishments and PSUs with regard to enhancement of Standardisation & Codification activities in their work fields. During the last few years the Standardisation & Codification activities have increased manifolds whereas there is no proportional increase in working strength of manpower, rather the Cell is working under strength to fulfill the subject task. In order to facilitate better working efficiency in the field of computers, the sufficient trained staff is a must to operate, demonstrate and maintain the data records and computers network.

SCOPE OF WORK

Data Entry Operator (DEO) Services

2. Data Entry Operator should be a qualified computer operator well versed with MS Office including MS Word, MS Excel, MS Access, MS Powerpoint and having a good typing speed and be proficient in Xeroxing,

scanning, formatting, e-mailing, converting documents into PDF and MS Word vice versa.

Service Coverage:-

- a. Creation and maintenance of database.
- b. The Data Entry Operators shall be able to type and prepare reports/letters/correspondences, and submit draft letter, finalise all corrections and dispatch letters etc.
- c. The operator shall be well verse with internet/email system, so as to send emails or receive emails/reports from various offices.
- d. Data Entry Operators shall have good typing speed and good command over computer operations.
- e. Data Entry Operators should be well versed with scanning of documents converting word document into pdf and vice versa. They should be well versed in MS Word, Excel, Access and Power point etc.
- f. Uploading/de-loading data from various input devices such as CD's/Pen Drives/Hard Disks.
- g. Data Entry Operators to give his/her recommendation of standard operating procedures for optimizing performance of data Entry.

PART-III

STANDARD CONDITIONS OF REQUEST FOR PROPOSAL

1. The job services of various types are required to be paid as per the minimum wages Act 1948 prescribed by notification under the act as applicable in the state of Uttarakhand (Dehradun region). In order to ensure the same the payment towards the hired employee should be made through account payee cheques by the Vendor/employer. Further, cheques should be deposited in to the hired employee's accounts of the employees. It may be ensured that under no circumstances cash payments are made to hired employees. 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 disbursal. The rates/Charges towards hiring of employees should be quoted as per the latest orders of Regional Labour Commissioner by its notification applicable at the time of quoting. in case of any change in minimum wages during the period of contract as per the notifications published by Regional Labour Commissioner (Uttarakhand) vide their notifications, 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. **However, there will be no change in amount of Service Charge (Profit) of the Vendor and No extra Service charge will be paid during the entire contract period.**

2. For the intents and purpose, the service providing agency shall be the “employer” within the meaning of different labour legislation in respect of employees relating to the hired employment as mentioned at Para 1 above. The manpower deployed by the agency in the department shall neither have claims of master and servant relationship nor shall have any principal and agent relationship with or against the department.

3. The tendering agency/Vendor/Firm will be responsible for compliance of all statutory provisions relating to minimum wages Act whatever applicable to the firm as per rules and regulation of EPF and ESIC Act etc. Further, the agency/firm will be fully responsible for deposition of all the taxes such as VAT/CST whatever is claimed by the firm. 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, EPF Act, ESIC Act, Payment wages Act (Govt. notification) and shall further comply with the statutory thereof by filling returns and submitting necessary forms to various Govt. Departments as applicable as per the notification. The details of the EPF and ESI being deposited to the government in respect of all the hired employees shall also be furnished to this office.

4. **TERMS AND CONDITION OF JOB SERVICES.** The following procedure will be followed for rendering of job Services starting from tendering action (this document), fixation of rate, selection, hiring and payment. Every quotation is required to be accompanied with an undertaking clearly showing the acceptance to the procedure stated below:-

(a) **Fixation of Rates.** The bids received so far as on designated date and time are to be opened and evaluated in the first instance. All the documents are required to be checked for consideration and evaluation before awarding the contract. A comparative statement of tenders will be made and lowest rate quoted by any of the firms will be determined to establish the rates of job services. The L1 firm participating in the tender is required to furnish a certificate to confirm its willingness for providing job services of DEO immediately after finalization of CST.

(b) **Selection of Sponsored Candidates.** The short listed firm must send candidates with printed Bio-Data, identification Proof, Experience certificate etc. for selection through testing/interview before acceptance. It is advised that in order to ensure that continuity of employees is maintained at all times as per contract, firm must employ

and keep additional manpower for data entry jobs to act as a reserve pool.

(c) **Hiring of Job Services.** The selected candidates will then be provisionally accepted pending Police verification. The responsibility of arranging of the police verification documents will be of the concerned firm. The firm providing the candidate will be the hiring agency for the candidates. DS Cell, Dehradun 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 anytime without assigning any reason during the period of contract.

(d) **Payments.** Payment towards the job services will be made on monthly basis by Account Office, OFD, Raipur, Dehradun through Cheque/e-payment, on receipt of your pre-receipted bill accompanied with satisfactory 'Job Completion Certificate' to be issued by user at the time of completion of job work period on a monthly basis. It is reiterated that all payments to the hired employees shall be made through account payee cheque or ECS by the Vendor/employer.

5. Working hours shall be as per the office hours of Defence Standardisation Cell, Raipur, Dehradun i.e. 0900 Hrs to 1730 Hrs for all working days. The contractor shall fix period in which wages shall be payable, however, no wages shall exceed one month. The wages of every operator shall be paid before the 5th day of each month by the contractor as per the modality mentioned at para 4 (d) above.

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

7. **TERMINATION OF CONTRACT.** The contract may be short closed or terminated, at the discretion of the purchased on the following grounds:-

(a) The vendor fails to provide the satisfactory services during the contract. Directorate of Standardisation will issue a notice to the vendor/supplier in case services of vendor/supplier failed to satisfy the customer. A notice of 07 days will be issued to rectify the problem. The non-compliance or unsatisfactory work will lead to terminate the existing contract without any financial remuneration on either side.

(b) Any information provided by the vendor is found to untrue.

(c) The vendor is found to have attempted to influence a person involved with the contract through unethical means.

(d) **For Convenience:** DS CELL, DEHRADUN by written notice sent to Bidder may terminate the contract in whole or in part at any time for its convenience giving one month prior notice.

(e) **For Non-Performance:** DS CELL, DEHRADUN reserves its right to terminate the contract in the event of Bidder's repeated failures (say more than 3 occasions in a calendar year) to maintain the service level prescribed by DS CELL, DEHRADUN.

(f) Unsatisfactory work will be treated as non-performance and security deposited will be forfeited as a penalty for non-performance.

Performance Security

8. Successful vendor/supplier shall have to deposit a security amount of 10% of the value of contract valid for a period of 02 months beyond the period of contract. For this purposed 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 falling which the work would be given to any other agency at the absolute discretion of the Officer-in-Charge, DS Cell, Dehradun. The Security Deposit money of the contract will be forfeited in case of failure/breach of any terms & conditions mentioned above.

9. **Penalty:-**

(a) The individuals deputed must be regular in attendance otherwise the absent period would be counted for deduction from the monthly payments. In this connection, it is advisable that persons must be kept in reserve, holding the necessary police verification etc. so that the absence could be avoided. 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 job services shall be deducted without 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 shall be submitted to this office within two working days without fail.

PART-IV

STANDARD CONDITIOS OF CONTRACT (SCOC)

GOVERNING CONTRACT FOR PROVISION OF DATA ENTRY OPERATOR CONCLUDED BY DEFENCE STANDARDISTION CELL, RAIPUR, DEHRADUN-248008 (UTTRAKHAND)

Definitions.

1. The **purchaser** is the Officer-in-Charge, Defence Standardisation Cell, Raipur, Dehradun.
2. The **Vendor** is the party, which contracts to provide services to Defence Standardisation Cell, Raipur, Dehradun. The term includes deployment of Service engineer/manpower for jobs.
3. The **Consignee** is the Defence Standardisation Cell, Dehradun to whom the services are to be provided.
4. The **User** is the head of the Group(s) who is/are the authority designated in the Contract by the Defence Standardisation Cell, Dehradun to ensure that the quality of services provided are as per the specification/clauses of contract and that all terms and conditions are implemented by the Vendor.
5. "Contract" means the contract Agreement entered into between Defence Standardisation Cell, Dehradun (DS Cell) and the Vendor.
6. "Contract Period" means the period mentioned in the Contract.
7. "Contract Price" means the price or prices arrived at which will form the Contract Agreement.
8. "Intellectual property Rights (IPR)" means any and all copyright, moral rights, trademark, patent and other intellectual and proprietary rights, title and

interests worldwide whether vested contingent, or future, including without limitation all economic right and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from extract or re-utilize data from, manufacture, introduce into circulation, publish, enter into computer memory, otherwise use any portion or copy in whole or in part, in any form, directly or indirectly, or authorize or assign others to do so.

9. "Bidder" means bidder selected through this RFP (Tender Enquiry) process.

Applicability and Validity.

10. **Applicability.** SCOC shall apply to contract concluded by the Officer-in-Charge, Defence Standardisation Cell, Dehradun or his authorized Officers for hiring of Data Entry Operator.

11. **Validity.** SCOC stipulated hereunder, shall supersede all conditions stipulated by the Purchaser, in past, if any.

12. The Purchaser may reject a Tender without assigning any reason.

Contract

13. The Contract shall be deemed to have come into effect on issue of Supply Order or Acceptance Tender (A/T). DS Cell, Dehradun will award the Contract to the successful Bidder after the completion of DS Cell's internal procedure who has been determined to qualify to perform the Contract satisfactorily, and whose bid has been determined to be responsive, and is the lowest evaluated Bid. The acceptance may be communicated to the Vendor by fax/registered post/Speed post/by hand.

14. All communications by the Purchaser to the Vendor will be deemed to have been made if sent by Fax, e-mail or Post to the address furnished by the Vendor during Acceptance to Tender (A/T).

15. The Vendor shall not alienate his rights and responsibilities under the contract to anyone.

16. The consignee shall not be liable for any obligation, monetary or otherwise, that has not been explicitly stated in the contract.

17. The Vendor shall be deemed to have indemnified the Consignee against all claims by the Third Parties relating to the Contract, including but not limited to intellectual property right.

18. The Vendor shall not disclose to any other Agency any information provided to him by the Consignee except to the extent required to execute the contract.

Specifications/Guidelines

19. The Specification governing the services to be provided by the firms has been covered in detail in Part-II of the instant Tender Enquiry/RFP. A quote received against TE shall be deemed to commit the Venter to those specifications/guidelines, unless explicitly stated otherwise in the quote.

20. The specification/guidelines contained in the TE/RFP may be modified if requisite specification/guidelines are not available/feasible, by mutual consent before the contract is concluded.

Price

21. When quoting against a TE/RFP, all components of the price such as the basic price and various taxes and levies shall be listed separately, in figures including clear breakdown of each component of price and indicating total cost. Where 'rates' are applicable they shall be explained clearly. Price may change based on notification of Revised minimum wages issued by competent authority i.e. Regional Labour Commissioner, Dehradun. However, there will be no change in amount of Service Charge(Profit) of Bidder, it will remain same during entire period of contract.

22. The Consignee shall not be liable for any payment towards any services that has not been indicated in the Tender.

Taxes

23. Service Tax will be paid as applicable. The same shall be clearly specified in the quotation.

24. Sales Tax Registration number must be indicated in the Tender response/Quotation.

Award of Contract

25. Defence Standardisation Cell, Dehradun will award the contract to the successful Bidder after the completion of DS CELL, DEHRADUN's internal procedure who has been determined to qualify to perform the Contract satisfactorily, and whose bid has been determined to be responsive, and is the lowest evaluated Bid.

26. **Notification of Award or Purchase Order.**

After selection of the L1 Bidder and after obtaining internal approvals and prior to expiration of the period of Bid validity, DS Cell, Dehradun will send Notification of Award or Purchase Order to the selected Bidder. Upon the successful Bidder accepting the Purchase Order and signing the contract, DS Cell, Dehradun will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

27. **Term of Contract**

Initially, the contract shall be for the period of 01 year from the date of commencement of the engagement and renewable on annual basis. Renewal of the engagement would inter alia, be based on the quality of services provided, which would be reviewed at fixed regular intervals. However, the decision of renew the contract or go for re-tender process will be sole discretion of Officer-in-Charge, DS Cell, Dehradun.

28. **Repeat Order Clause**

The contract will have a Repeat Order Clause, wherein the Officer-in-Charge, Defence Standardisation Cell, Dehradun can extend the hiring of Database Administrator upto 06 months (i.e 50% under the present contract) within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

29. **Signing or Acceptance of contract**

The successful Bidder shall accept the Notification of Award or Purchase Order within 05 days of receipt of the same. Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.

30. **Contract Amendments**

No variation in or modifications of the terms of the contract shall be made except by the written amendments signed by the parties.

31. **Performance Bank Guarantee**

Performance Security for an amount of 10%(Ten percent) of the value of the contract will be deposited within 15 days from the firm order and the same must be in the form of an account payee demand draft, fixed deposit receipt from a Commercial Bank, Bank Guarantee from a commercial Bank in a acceptable form Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Firm/Vendor. While depositing the Bank Guarantee, bidder will endorse the

Supply Order No. & Date at the reverse side of Security Document. The receipt issued by the Consignee towards deposition of Performance Security will be produced by the Firm/Vendor at the time of collection of the Security Document.

Delivery (Service Level)

32. Data Entry Operator services should be available during normal working hours as per DS Cell, Dehradun i.e 0900hrs to 1730 hrs for all working days.

33. **Delivery Schedule-** The Data Entry Operator should be provided immediately after the date of notification of Award of Contract or Purchase order.

34. **Penalty for Default in Delivery**

In case the Data Entry Operator services not provided after the Notification of Award of Contract or Supply Order within the period specified in Supply Order 'Award of contract' will be cancelled. The individuals so deputed must be regular in attendance otherwise the absent period would be counted for deduction from the monthly payments. In this connection, it is advisable that persons must be kept in reserve, holding the necessary police verification etc. so that the absence could be avoided. 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 job services shall be deducted without any notice while processing the monthly payments by this order.

Consignee's right of rejection.

35. DS Cell, Dehradun consider at its sole judgment that the Resource(s) provided by Bidder as unsuitable for the job for whatsoever reason, DS Cell, Dehradun shall have the option either (1) to terminate the Purchase Order in part or as a whole or (2) to request Bidder for prompt replacement within 15 days at its cost. In case any key resource wants to leave from service then Bidder shall take proper handover from the candidate before leaving the job so that DS Cell, Dehradun operations shall not be affected. This should be countersigned by officer of DS Cell, Dehradun under whom the resources are deployed.

Payment

36. **Payments.** Payment towards the job services will be made on monthly basis by Account Office, OFD, Raipur, Dehradun-248008 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.

Short Closure/Termination

37. The Contract may be short closed or terminated, at the discretion of the purchaser on the following grounds:

- (a) The Firm/Vendor fails to provide the satisfactory services during the contract.
- (b) Any information provided by the Firm/Vendor is found to untrue.
- (c) The FIRM/VENDOR is found to have attempted to influence a person involved with the Contract through unethical means.
- (d) **For convenience:** DS Cell, Dehradun by written notice sent to Bidder may terminated the contract in whole or in part at any time for its convenience giving one month prior notice.
- (e) **For Non-Performance:** DS Cell, Dehradun reserves its right to terminate the contract in the event of Bidder's repeated failures (say more than 03 occasions in a calendar year) to maintain the service level prescribed by DS CELL, DEHRADUN.

Validity

38. The Standard conditions of contracts stipulated in this document, except to the extent agreed for modification by purchaser, in writing, shall supersede conditions stipulated by the Vendor. The contract will be only for 01(One) year purly on contract basis. The firm can not claim/demand for renewal of the same for further. However, on mutual understanding by both the parties, the same may be renewed based on the quality of database support services provided, which would be reviewed at fixed regular intervals. The final decision to renew or go for re-tendering will be of Officer-in-Charge, DS Cell, Dehradun.

Arbitration

39. 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 Officer-in-Charge, DS Cell, Dehradun.

40. 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.

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

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

43. The venue of Arbitration would be Dehradun.

44. The Vendor is required to give the acceptance or rejection to the above clauses at Paras 40 to 43 in writing. It is stipulated that an omission to answer specifically in this regard at the TE stage will be deemed as an acceptance of the Arbitration clauses.

Law

45. 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.

46. At the time of submission of a bidder, a certificate will be rendered by the vendor that all terms and conditions in this document/tender enquiry are acceptable (ref Annexure-IV to Part-V).

PART-V

Annexure-I to Part V of RFP
DSC/DDN/TE/01 dt. Mar 2015
(Ref Para 4)

To

The Officer-in-Charge
Defence Standardisation Cell
Govt. of India, Ministry of Defence,
Bldg. No. P-57, Near OFIL,
Raipur, Dehradun-248008

(INFORMATION/DOCUMENTS TO BE GIVEN BY TENDERERS)

1. Following documents/conditions should be fulfilled by the vendor and must attach with their bid document:-

- (i) Permanent Account No. of Income Tax Department.
- (ii) Service Tax Registration Number duly issued by competent authority.

- (iii) Certificate of Registration with Labour Department, Uttarakhand.
- (iv) Experience certificate of satisfactory execution of similar contracts in the last one year in Defence Establishments/State or Central Government Deptt /PSU's etc.
- (v) Certificate to this effect that the firm will abide by all the relevant labor laws.
- (vi) Certificate to the effect that the firm has sufficient manpower (Data Entry Operators) to fulfill the purpose of this RFP.
- (vii) Bidders Bankers details.
- (viii) Full name and address of the tenderer should be written on the bottom left hand side corner of the sealed cover.
- (ix) Original "Power of Attorney" in case any other person other than the tenderer himself has signed the tender.
- (x) Certificate of No near Relative in Defence Standardisation Cell, Dehradun should be given by the contractor.
- (xi) A proof/Certificate of having an established office in Dehradun city.

* All the certificates must be authentic & self signed by the tenderer.

Note: In case the above sought information is not furnished in full, the bid is liable to be rejected.

Place:

(Signature of Tenderer)

Date:

Capacity in which signing along with
the stamp
Sig. Of Tenderer with Seal & Address

Annexure-II to Part-V of RFP
No. DSC/DDN/TE/01 dt. Mar 2015

FINANCIAL BID PROFORMA TO BE SUBMITTED ALONGWITH QUOTES
(BID NOT ACCOMPAINED BY THIS PROFORMA ARE LIABLE TO BE
REJECTED)

T.E. No.	DATE
1. Quote validity days :	
2. Rate inclusive of Taxes :	
3. Taxes:-	
CST :	
ST :	
VAT :	
Other Tax if any :	
4. Sales Tax Registration No. and date :	

Firm's Seal with date
Signatory

Authorised

Note:- All columns are to be filled up correctly and in case some columns are Nil/Not Applicable, the same will be clearly mentioned.

Annexure-III to Part-V of RFP
No. DSC/DDN/TE/01 dt. Mar 2015

(To be attached with the Financial Bid)

HIRING OF DATA ENTRY OPERATOR AT

DEFENCE STANDARDISATIO CELL, DEHRADUN

Having examined the tender documents, terms and conditions stipulated herein, specifications of work etc. we the under signed offer to execute the work in conformity with the said specifications and conditions of contract offered rates are as under. If our Bid is accepted, we shall submit the securities 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.

Sr. No.	Description (Emoluments)	Cost/Rate(Rs) (Per Person Per Month)	Total Amount (In Rs.)
	Service Charge		
	Service Tax @		
	Final total		

* The firm should submit their rates as per this format above as per Govt. notification of Regional Labour Commissioner (Uttarakhand) for minimum wages to be paid to Skilled/Clerical prevailing currently. The copy of notification should be enclosed with this financial bid. All applicable components on the firm for which the firm will submit their claim should be reflected in percentage and value except Service Charge which would be fixed for entire period of contract. Any component not applicable on the firm should be written Nil.

Signature of the
Tenderer

Date

Name of Tender

Officer Seal

NOTE: If DS Cell, Dehradun has any additional requirement of Data Entry Operator during the period of contract the same will be provided by the firm at the same rate per Data Entry Operator.

Annexure-IV to Part-V of RFP
No. DSC/DDN/TE/01 dt. Mar 2015
(To be attached with the Bid)

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

To

The Officer-in-Charge
Defence Standardisation Cell
Govt. of India, Ministry of Defence,
Bldg. No. P-57, Near OFIL,
Raipur, Dehradun-248008

Sir,

I have carefully gone through the Terms and conditions contained in the Tender Document (DSC/DDN/TE/01 dt. Mar 2015) regarding hiring of Data Entry Operator. 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. I also certify that we will abide by following conditions:
 - (a) Advance notice of minimum 03 months in case Data Entry Operator provided to DS Cell, Dehradun by us wishes to leave DS Cell, Dehradun during the currency of the Contract and/or
 - (b) In case of change of Data Entry Operator, minimum two months of knowledge transfer period the old and new incumbents will be provided.

Yours

Name

Firm's Seal with Date

Designation

Company

Address

Annexure-V to Part-V of RFP
No. DSC/DDN/TE/01 dt. Mar 2015

BID EVALUATION

Preliminary Examination of Bids

1. The evaluation process would consider whether the bidder has requisite prior experience and expertise to address DS Cell, Dehradun requirements and objectives. DS Cell, Dehradun will examine all the bids to determine whether they are complete, whether required information has been provided as listed at Annexure-I of Part V of RFP, whether the documents have been properly signed, and whether bids are generally in order. Only those bids which comply to the Eligibility Criteria will be taken up for further evaluation. DS Cell, Dehradun may waive any minor informality, non-conformity or irregularity in the Bid that does not constitute a material deviation provides such waiver does not prejudice or affect the relative ranking of any Bidder. To assist in the examination, evaluation and comparison of bids DS Cell, Dehradun 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.

2. Written replies submitted in response to the clarifications sought by DS Cell, Dehradun, if any, will be reviewed. DS CELL, DEHRADUN may interact with the Customer references submitted by Bidder, if required. If a Bid is not substantially responsive, it will be rejected by DS CELL, DEHRADUN and may not subsequently be made responsive by the Bidder by correction of the nonconformity. DS CELL, DEHRADUN's determination of bid responsiveness will be based on the content of the bid itself.

3. After evaluation of eligibility criteria and scrutiny of documents submitted by the firm the price bid of all eligible bidders will be processed for evaluation and ranking before awarding the contract.

Evaluation of Bids.

4. The evaluation will be based on the following broad parameters:

(a) Submission of all relevant documents as per Annexure-I of Part-V of this

RFP.

(b) Compliance to Scope of Work (requirements) as specified in RFP.

(c) To assist in the examination, evaluation and comparison of bids. DS CELL, DEHRADUN 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.

(d) Written replies submitted in response to the clarifications sought by DS CELL, DEHRADUN, if any, will be reviewed.

(e) Presentations on the skills, services provided etc., from the short-listed Bidders. Such presentations will become part of the evaluation.

(f) DS CELL, DEHRADUN may interact with the Customer references submitted by bidder, if required.

(g) Documentary evidence for the experience of such services already executed by the bidder.

Successful Evaluated Bidder

5. After completing internal approval process, Bidder whose Bid Price is the lowest as per their quoted price will be declared as successful evaluated bidder who will be called L1 Bidder.