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OF INDIA
MINISTRY OF DEFENCE
CANTEEN STORES DEPARTMENT
POT JABALPUR
Tel.Civil-0761-2622656

**PUBLIC TENDER NOTICE No.: CSD/Jabalpur/3/18-19/ET/40 dated
31.12.2018**

On behalf of the President of India, sealed tenders are invited in TWO PART from reputed and eligible parties for the following.

Sl. No.	Description of Service(s)	Qty.	Due Date & Time# for		Tender Fee	EMD
			Submission of Tender	Opening of PART-A		
1.	Mazdoor	11	22.01.19 by 14:00 hrs	22.01.19 by 15:00 hrs	Rs.1000/-	Rs.45000/-

Qty: Quantity, # refer to tender documents for other important dates

The techno-commercial bid and the financial bid have to be submitted online at www.mstcecommerce.com/eprochome/csd. The vendors (bidders) are required to register themselves online with www.mstcecommerce.com/eorochohome/csd. The vendors (bidders) may contact the following for assistance in vendor registration.

Contact Person (MSTC Ltd) Centralized Help Desk-033-22901004.

Contact Person at MSTC Ltd. (Metal & Scrap Trading Corporation Ltd.)

Mumbai : Mr. Amar Kumar Joshi, Jr. Manager, Mob No : 9601839390, e-mail : janarendrakumar@mstcindia.co.in

Bhopal : Mr. Shishupal Yadav, AM, Mob No : 8826562675, e-mail : syadav@mstcindia.co.in

Contact Person (CSD Depot Jabalpur)

Mr. R.N. Parshionikar, Asst. Manager, Tel 0761-2622656, e-mail : jbd@csdindia.gov.in

Tender documents are also available on Canteen Stores Department (CSD) website (<https://www.csdindia.gov.in>) for download. The bidders are advised to go through the important instructions for e-procurement and Tender documents for detailed information and submit bids in compliance of the same. All further updates or amendments, if any, pertaining to this tender shall be notified and uploaded on the CSD website as well as MSTC website only and no separate corrigendum would be published in this regard. Therefore potential bidders are advised to visit the CSD website on a regular basis.

(एस एस भौमिक)
क्षेत्रीय आगार प्रबन्धक



भारत सरकार
GOVERNMENT OF INDIA
रक्षा मंत्रालय
MINISTRY OF DEFENCE
कैंटीन भंडार विभाग

CANTEEN STORES DEPARTMENT

दूरभाष : 0761-2622656

OPP. EMPIRE TALKIES
JABALPUR-482001

Title	OUTSOURCING OF SERVICES
Tender No.	CSD/JABALPUR/3/18-19/ET/40
Sub Title	PART - I Instructions to Bidders and Bid Submission format
Sub Title	PART-II STANDARD CONDITIONS OF RFP
Sub Title	PART-III SPECIAL CONDITIONS OF RFP
Sub Title	PART-IV UNDERTAKING (TO BE FURNISHED ON THE BIDDER'S LETTER HEAD)

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PART-A

DEFINITIONS

The term “Area Manager” shall mean the Area Manager of the Canteen Stores Department Depot Jabalpur (CSD Depot Jabalpur) for the time being the head of Subordinate Office of Canteen Stores Department Jabalpur authorized for the time being to execute contracts on behalf of the President of India.

The term “Contractor” shall mean the persons, firm or company with whom or with which the contract of supplying of skilled and unskilled manpower has been concluded, and shall be deemed to include the Contractor’s successors (Approved by the CSD’s representative, heirs, executors and administrators unless excluded by the contract).

The term “Contract” shall mean the communication signed on behalf of the President of India by an officer duly authorized intimating the acceptance on Behalf of the President of India and the terms and contract as referred to in the said communication accepting the tender or offer of the contract of Mazdoors.

The term “PARTY” shall mean either the PURCHASER/CLIENT or the CONTRACTOR.

The term “PURCHASER/CLIENT”/ “CSD” shall mean Canteen Stores Department, Opp Empire Talkies, Jabalpur-482001 or its successors or assigns as well as its authorized officers/representatives.

The term “RATE” shall mean the Man-month Rates quoted by the CONTRACTOR, accepted by the PURCHASER/CLIENT.

The terms and conditions mentioned in this CONTRACT/AGREEMENT supersede the terms and conditions mentioned in the tender documents.

TENDER DOCUMENT

1 Instructions to Bidders

Instructions

1.1 Tender Process Road Map

The Tender Process Road Map for this tender from “Tender Notification” to “Award of Contract” is shown in below.

S/N	Tender Milestone / Activity	Schedule
1.1.1	E-Tender Notification	31.12.2018
1.1.2	Bid Submission Due Date	22.01.2019 upto 14:00 hrs
1.1.3	Technical-Commercial Bid (Part-A) Opening	22.01.2019 at 15:00 hrs
1.1.4	Price Bid Opening of technically qualified bids	To be informed to all the qualified bidders

1.2 Introduction

The Canteen Stores Department (CSD), is a Government of India department under Ministry of Defence, provides a range of quality branded and unbranded products from shoe brushes to microwave ovens and cooking oil to luxury cars. The portfolio has grown from just a few items of daily use in 1948 (when the CSD was created) to over four thousand products today. Information on all these products and brands is available on this web site through a "know-all" Search Engine for the benefit of the consumer.

CSD like other chains has adopted best trade practices in all aspects of its operations but what distinguishes the CSD from any and all other chains is that it is not driven by the profit motive.

The CSD works closely with more than 500 suppliers across the country for supply of the range of products. They are represented by leading multinationals, large Indian companies and many small manufacturers, including start-ups of ex-servicemen. The CSD has 34 depots strategically located across India and CSD Depot, Jabalpur is one amongst them serving Unit Run Canteens mostly located in the state of Madhya Pradesh. The 34 depots is the core strength of the CSD, which puts its operation in close proximity to the thousands of Unit Run Canteens it has mandated to serve.

The "power centre" of CSD is Adelphi, a six storey structure in the commercial and financial centre of Mumbai alongside the famous Churchgate Station. Adelphi houses the office of the Chairman Board of Administration and General Manager of CSD and all leading functional CSDs including:

- Management Services
- Secretariat Branch
- Finance & Accounts
- Personnel & Administration
- Electronic Data Processing
- Stores Branch (GS, LIF and AFD sections)

1.3 . Qualifying Criteria

Sl. No.	Qualifying Criteria	Whether Complying or Not	Mention the Document Submitted as Proof/Evidence
(To be filled in by the Bidder)			
1.	The bidder should be registered with Goods & Service Tax authorities.	Yes/No	Copy of valid GST registration.
2.	The bidder should be in business for providing manpower services for immediately preceding 03 years. (2015-16, 2016-17, 2017-18)	Yes/No	Copies of Contracts/ Service Orders/Purchase Orders/ Work Orders/Experience Certificate, etc.
3.	The bidder should be registered with Employees' State Insurance Corporation.	Yes/No	Copy of ESI Registration Certificate
4.	The bidder should be registered with Labour Commissioner for providing outsourcing of labourers.	Yes/No	Copy of Registration Certificate

5.	The bidder should be registered with Employees' Provident Fund Organisation.	Yes/No	Copy of Registration Certificate
6.	The bidder should have a valid PAN Card.	Yes/No	Copy of PAN Card
7.	Copies of Income Tax Returns for immediate preceding three years (i.e. 2015-16, 2016-17 & 2017-18)	Yes/No	Copy of Income Tax Returns
8.	The Bidder should provide audited Profit & Loss Accounts Statements of three preceding Financial Years i.e. 2015-16, 2016-17& 2017-18.	Yes/No	Copies of the audited Profit & Loss Accounts Statements and the Balance Sheets.

1.4 . Tender Notification

1.4.1.	This is a TWO PART PUBLIC TENDER NOTIFICATION. Bidders shall submit bids in Two Part only.
1.4.2.	PART–A: Technical & Commercial Bids.
1.4.3.	PART–B: Price Bid.
1.4.4.	All the queries related to this tender shall be submitted online.

1.5. Tender Documents / Tender Specifications & Requirements

The tender document comprises of the following documents

1.5.1.	Part -I: General information and instructions for the Bidders about the RFP.
1.5.2.	Part -II: Contains Standard Conditions of RFP, which will form part of the Contract with the successful bidder.
1.5.3.	Part –III: Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful bidder.
1.5.4.	Part - IV: Undertaking (to be furnished on the bidder's letter head)
1.5.5.	Part B : Price Bid

1.6 Procedure for obtaining Tender Documents

1.6.1.	E-Tender Documents are available on MSTC website www.mstcecommerce.com/eprochome/csd and also on CSD web site (www.csdindia.gov.in) under “ E-Tender ” menu for download.
1.6.2.	The downloadable soft copies of the tender documents are provided in PDF format.

1.7 Amendments to tender documents

1.7.1.	The CSD reserves the right to issue any amendments, clarifications, etc. to the tender documents, giving reasonable time, and prior to the bid opening. Such amendments, clarifications etc., shall be given due consideration by the bidders while submitting the bids and invariably enclose such documents as a part of the bid. All such amendments, clarifications, etc., shall be uploaded to MSTC website
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	www.mstcecommerce.com/eprochome/csd and CSD website www.csdindia.gov.in . The CSD will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.
1.8	Tender Fee & EMD
1.8.1.	The completed bids should be submitted along with Tender Fees and Earnest Money Deposit (EMD) as per the following details referring to the bid submission format
1.8.2.	Tender Fee (Non-Refundable): Bidder shall submit a tender fee of INR 1000.00 (Indian Rupees One Thousand only) in the form of a Demand Draft (DD) or through Real Time Gross Settlement (RTGS) as per the details given below.
1.8.3.	EARNEST MONEY DEPOSIT (EMD): The technical e-bid should accompany a Demand Draft/Bankers Cheque for Rs 45000 (Rupees Forty Five Thousand Only) drawn in favour of Canteen Stores Department Public Fund Account (Main) payable at Jabalpur, India . Bidder's name and tender number shall be indicated on the reverse side of the Demand Draft. The DD shall be from State Bank of India (SBI) or from any of the Nationalized banks or one of the banks namely ICICI Bank, IDBI Bank, HDFC Bank, and AXIS Bank. No interest shall be payable on EMD amount till it is retained by the CSD. The EMD shall specifically bind the BIDDER to keep his tender valid till award of the contract is made and to abide by all the conditions of the tender documents.
1.8.4.	Demand Draft (DD) should not be prior dated to the date of advertisement.
1.8.5.	If EMD is submitted online through NEFT/RTGS, the details of the same may also be uploaded online along with technical bid. Proposals not accompanied by EMD shall be declared as non-responsive.
1.8.6.	The proof of the RTGS for payment of Tender Fee and EMD shall be submitted by the bidder and all charges for RTGS shall be borne by the bidder.
1.8.7.	Bank details of CSD for RTGS are as mentioned below: Beneficiary Name - Canteen Stores Department A/c No. : 0217002100058442 Name of Bank: Punjab National Bank Branch Address: Jawahar Ganj Jabalpur IFS Code : PUNB0021700 MICR : 482024001
1.8.8.	EMD of successful bidder will be returned, without any interest, after signing the contract and after receipt of error free Security Deposit (SD).
1.8.9.	EMD of unsuccessful bidder will be returned, without any interest, after the award of Contract (s).
1.8.10.	The EMD shall be forfeited if the bidder withdraws or amends or impairs or derogates from the submitted tender in any respect within the period of its validity
1.8.11.	Bids received without the prescribed Tender Fee and EMD will not be considered for further evaluation.
1.9	Preparation of Bids & Bid Content
General	
1.9.1.	This is a TWO PART PUBLIC TENDER NOTIFICATION. Bidders shall submit bids in Two Part.
1.9.2.	Before preparing the bids the Bidders shall read all the tender documents carefully.

1.9.3.	The bid documents shall be prepared in English language only
1.9.6.	All pages of the bid documents shall be numbered. Each page of the bid document shall be stamped and initialized.
1.9.7.	PART–A of tender includes the Technical & Commercial Bids. <u>If any bidder submits a combined bid or gives the Price in Techno-Commercial Bid, his offer is liable to be rejected.</u>
1.9.8.	The Bidder shall ensure that all the documents submitted are duly stamped, signed and numbered serially. Bidders must ensure that only relevant documents are attached with the bid/offer. The tender/bid must contain the name, designation and place of business of the person or persons submitting the bid.
1.9.9.	The E-tender submission will comprise of all the enclosed documents as well as the documents required to be submitted by the BIDDER as detailed in this document and should be completed by filling in the tables to this document, plus specifically requested attachments. No other documents other than those specifically requested should be submitted. Any additional documents submitted will not be evaluated.
1.9.10.	The Bidder shall attach the proof for evidencing the authority of person signing the Bid/offer. (Relevant extracts of AOA and/or MOA and/or copies of Board Resolution, copy of Power of Attorney/Partnership Deed/Bidder's (Firms) declaration on its letter head duly signed and stamped (sealed) for the same etc. as applicable).
1.10 Techno-Commercial Bid Preparation	
1.10.1.	Bidders should furnish all necessary details against E-Tender specifications provided in the Tender documents.
1.11 Price Bid Preparation	
1.11.1.	Refer to Price bid document (Part-B) for specific instructions and bid format on Price Bid preparation.
1.11.2.	Bid should be free from Corrections and Erasures. Corrections, if any, must be attested. All total amounts shall be indicated both in words as well as in figures. Where there is difference between amounts quoted in words and figures, amount quoted in words shall prevail.
1.11.3.	In case of discrepancy in quoted rates following will be applicable. a) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; accordingly and, b) If there is an discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) above.
1.11.4.	In case, any deviation/condition etc. is observed in the Price Bids, the same (deviation/conditions etc.) shall not be entertained/considered by CSD.

1.12 Bid Submission	
Instructions for Bid Submission	
1.12.1.	All bids in response to this tender shall be submitted online in TWO PART (Part-A & Part-B).
1.12.2.	All technical specifications and technical details along with commercial terms and conditions (without price) shall be included only in Part-A of the bid. Part-B (Price bid) comprising of price details shall be submitted.
1.12.3.	E-Bids received without the details asked for including proof of eligibility may not be considered.
1.12.4.	Those who do not meet/ satisfy the Qualifying Criteria need not submit bids.
1.13 Mode & Address of Bid Submission	
1.13.1.	The bids are invited online. Tender documents duly signed and stamped shall be uploaded online in PDF format in MSTC website at the time of submission of online bid.
1.14 Due date for bid submission	
1.14.1.	The completed bid documents in the prescribed format should be submitted online latest by 14:00hrs (IST) on 22.01.2019.
1.14.2.	Area Manager CSD Depot Jabalpur reserves the rights for extension of due date.
1.14.4.	In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.
1.15 Rejection of Late/Delayed Bids	
1.15.1.	E-Bids received after the last date and specified time will be declared as “LATE”. Bids received after the opening of bids will be declared as “DELAYED”. LATE and DELAYED bids WILL NOT be considered.
1.16 Validity of Bids	
1.16.1.	The e-bids should be valid at least for 90 days from the date of opening of Part-A bids. In case of unforeseen delays in concluding the tender evaluation CSD may request the bidders for a suitable extension of validity of their bids without any change in quoted price and terms and conditions.
1.17 Bid opening of Part-A	
1.17.1.	Bids will be opened in two stages (Stage-1: Part-A & Stage-2: Part-B) as indicated in this tender document.
1.17.2.	Part-A (Technical and Commercial bid without price) will be opened online on due date and time for e-bid opening.
1.17.3.	Unless otherwise advanced or postponed with advance intimation to the bidders, Part-A will be opened on the same date, that is on the bid submission due date (22.01.2019) at 15:00hrs. (IST)
1.17.4.	Bidders who wish to participate in the opening of Part-A may depute their representatives on the specified date and time.

1.17.5.	Bidders or their authorized representatives, who wish to attend the tender opening, should produce an authorization letter, failing which he/she may not be allowed to participate in the tender opening.
1.18	Evaluation and clarifications of Part-A bids
1.18.1	Shortlisting of Qualified bids
a.	At first the Part-A bids will be evaluated against the specified Qualifying Criteria (Refer Part-A (I) for the Qualifying Criteria details).
b.	The bids that are meeting the Qualifying Criteria stipulated in the Part-A (I) of the tender documents shall only be shortlisted as “ Qualified Bids ”
1.18.2	Detailed Evaluation & Clarifications
a.	After evaluating the received Part-A bids against the Qualifying Criteria, the shortlisted “Qualified Bids” will be taken up for a detailed techno-commercial evaluation.
b.	If it becomes necessary to seek clarifications from the bidders regarding technical and commercial terms and conditions of the tender, the same will be sought from the bidders online. In such an event, the bidder will furnish all the technical and commercial information/clarification, (<i>As applicable on case to case basis</i>), on or before the date and time fixed for submission of such clarifications, by CSD. If the technical and commercial clarifications sought for, do not reach on or before the due date and time fixed, such bids are liable to be rejected without any further notice.
c.	In case bidder makes any alternative suggestions with respect to the tender requirements, the same will be discussed and noted for further evaluation by CSD. However CSD reserves the right to accept or reject such suggestions at its discretion.
1.18.3.	Technically Qualified E-Bids
a.	Bids that are found to be compliant with the Qualifying Criteria and the technical parameters/specifications specified in Part-A of the tender documents, shall be shortlisted as Technically Qualified Bids .
b.	Price bids (Part-B of bid) of only technically qualified bids will be opened.
1.18.4.	Unqualified Bids
a.	Bids that are found to be non-compliant of Qualifying Criteria and/or tender specifications as specified in Part-A documents will be considered as unqualified bids.
b.	Only qualified bidders shall be informed or intimated of Price Bid opening.
1.19.	Bid opening of Part-B
1.19.1.	Price bids (Part-B of bid) of only technically qualified bidders shall be opened.
1.19.2.	Due date and time for opening of the Part-B will be decided by CSD and the same may be intimated in advance only to the technically qualified bidders.

1.19.3.	E-Bidders who wish to participate in the opening of Part-B may depute their representatives to CSD Depot Jabalpur on the specified date and time if intimated by Depot. Those who are attending the tender opening should produce an authorization letter, failing which he/she may not be allowed to participate in the tender opening.
1.20.	Evaluation and Clarifications of Part-B bids
1.20.1	The opened price bids will be evaluated and further clarifications if any may be sought from the respective bidders.
1.20.2	The evaluation criteria and the basis for the price comparison is specified in Part-B document.
1.20.3	Conditional discount, if any offered by the bidder shall not be considered and may lead to the rejection of the bid.
1.20.4	The evaluation committee may hold discussion as per the approved procedure.
1.21	Recommendation of Successful Bid (s)
1.21.1	The evaluation committee will recommend the successful bid(s) to a competent authority of CSD for awarding the contract(s).
1.22	Acceptance/Rejection of Bids
1.22.1	Acceptance of successful bid(s) by CSD may be sent by priced Letter of Intent (LOI) / Service Order/ Contract within the validity/extended validity of the bid.
1.22.2	In case of Letter of Intent, the bidder whose bid is accepted and who is herein after the Contractor will proceed with service(s) towards the execution of the contract on the basis of such advance acceptance of bid without waiting for a formal Service Order/Contract and will be responsible to seek and obtain whatever clarifications that are necessary from CSD to proceed.
1.22.3	Unsuccessful bidders will not be informed of the result of their bids.
1.22.4	Non-compliance to tender specifications and/or tender scope and/or tender terms and conditions are liable for rejection. Decision of CSD in respect of non-compliance shall be final and binding on the bidders.
1.22.5	Canvassing in any form with regard to this tender will lead to rejection of the bid.
1.22.6	CSD reserves the right to accept or reject, lowest / any / all bid(s), in whole or in part, without assigning any reasons whatsoever and without any liability to CSD.
1.23	Construction of contract
1.23.1.	The Contract will be made between CSD and the Contractor in accordance with the terms and conditions of the Tender Document and Price-Bid. The Bidders should go through the terms and conditions of the tender documents and endorse the confirmation to the same. The final contract shall include deviations, if any, as mutually agreed between CSD and the successful bidder. However, any variation in the scope of work to reflect the intent of this specification and to be in line with industry practice during execution of contract shall not be subject to price variation. The contract can be extended for mutually agreed period in the same terms and conditions and price subject to there should not be any downward trend of price(s) in the market.

2. Annexures

2.1 Annexure A1 : General Particulars of the Bidder

1.	Name of the Bidder	
2.	Bidder's Proposal No. and Date	
3.	Name and designation of the officer of the Bidder to whom all references shall be made for expeditious co-ordination.	
4.	Whether sole Proprietorship/Partnership/Limited Company/Co-operative Body/Joint Venture	
5.	Names of Proprietor/Partners/Directors	
6.	Postal Address, Telephone & Fax Nos. and e-mail Address of Registered Office	
7.	Address, Telephone Nos., Fax Nos. and e-mail ID of Office through which the proposed work (if entrusted) will be handled with name & designation of person-in-charge	
8.	Core Competence of business	
9.	Areas of other business activity, if any & place of such business	
10.	Bank details of the Bidder	

Authorized signatory of Bidder

Bidder's stamp

2.2 Annexure A2 : Check List

Sr. No.	Description of Documents	Confirmation on Submission
1	Tender Fee	Yes/ No
2	EMD	Yes/ No
3	Tender Part A : Techno Commercial Bid	Yes/ No
4	Tender Part B : Price Bid	Yes/ No

PART II

STANDARD CONDITIONS OF RFP

1. **Law:** The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of Republic of India.

2. **Effective date of the Contract:**

The contract shall come into effect on the date of signatures of both the parties on the contract (effective date) and shall remain valid until one year and the completion of the obligations of the parties under the contract. The performance of the services shall commence from the effective date of the contract.

3. **Extension of Contract :**

The Contract can be extended on the same Rates, Terms and Conditions for mutually agreed period between the parties.

4. **Arbitration**

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

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

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

4.4 The sole Arbitrator shall have its seat in Mumbai or such other place in India as may be mutually agreed to between the parties.

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

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

4.7 The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far

as such obligations are the subject matter of the said arbitration proceedings.

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

5 Penalty for use of Undue Influence : The Contractor undertake that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the receiver or otherwise in procuring the supply orders or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Supply Order or any other Supply Order with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Supply Order or any other Supply Order with the Government of India. Any breach of the aforesaid undertaking by the Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offers by the Contractor or anyone employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of corruption Act, 1988 or any other Act enacted for other Supply Orders with the Contractor and recover from the Contractor the amount of any loss arising from such cancellation. A decision of the receiver or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Contractor towards any office/employee of the receiver or to any other person in a position to influence any officer/employee of the receiver for showing any favour in relation to this or any other Supply Order, shall render the Contractor to such liability/penalty as the receiver may deem proper, including but not limited to termination of the Supply Order, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the receiver.

6 Agents/Agency Commission : The Contractor confirms and declares to the CSD that the Contractor is the original Contractor for the Scope of the Contract and has not engaged any individual or firm to intercede, facilitate or in any way to recommend to the Govt. of India or any of its functionaries whether officially or unofficially to the award of the contract to the Contractor nor has any amount been paid promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Contractor agrees that if it is established at any time to the satisfaction of the CSD that the present declaration is in any way incorrect or if at a later stage it is discovered by the CSD that the Contractor has engaged any such individual/ firm and pay or intended to pay any

amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Contractor will be liable to refund that amount to the CSD.

7 Access to Books of Accounts: In case it is found to the satisfaction of the CSD that the Contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Contractor on a specific request of the CSD, shall provide necessary information/inspection of the relevant financial documents/ information.

8 Non-disclosure of Contract documents: Except with the written consent of the CSD Contractor shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8.1 I/We virtue of my/our position as contractor(s), fully understand that I/We am/are not to divulge any official information that may come to my/our knowledge, regarding strength, composition, location or site etc to any unauthorised persons.

8.2 I/We realise that it is criminal offence to disclose such information and my our failure to observe these orders will not only involve the termination of this contract but also will make me/us liable to prosecution under the Indian Official Secret Act 1923. The same conditions apply to any of my/our local representative and servant employed by me/us from time to time. I/We will take all measures necessary to ensure the safe custody of my/our contract deeds.

9 Liquidated damages : If the Contractor fails to submit the bonds, guarantee and documents, supply of labourers and conducts trials, training etc as specification in the contract, at his discretion, with hold an payment until the completion of the contract. The Receiver may also deduct from the Contractor as agreed, liquidation damages to the sum of zero point five percent (0.5%) of the contract price of the delay/ services mentioned above for every week of delay or part of a week, subject to the maximum value of the labour charges being not higher than ten percent (10%) of the services.

10 Termination of Contract: The receiver shall have the right to terminate this contract in part or in full in any of the following cases:-

10.1 The supply of intended manpower is delayed for causes not attributable to force majeure for more than 15 days after the scheduled date of supply.

10.2 The Contractor is declared bankrupt or becomes insolvent.

10.3 The supply of intended manpower is delayed due to causes of Force Majeure by more than 15 days provided Force Majeure clause is included in contract.

10.4 The receiver has noticed that the Contractor has utilized the services of any Indian /

Foreign agent in getting this contract and paid any commission to such individual / company etc.

10.5 As per decision of the Arbitration Tribunal.

11 **Notices** : Any notice required or permitted by the contract shall be written in the English and/or Hindi language and will be delivered personally or sent by FAX or registered pre-paid mail, addressed to the last known address of the party to whom it is sent.

12 **Transfer and Sub-letting** : The Contractor has no right to give, bargain, sell assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

13 **Amendments**: No provision of present Contract shall be changed or modified in any way either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14 **Taxes and Duties**: The GST, Statuary levies and any other applicable taxes must be specially stated. In absence any such, it will be presumed that price includes all such charges and no claim for the same will be entertained. Any change in any duty/tax/statuary levies upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax/levy paid by the Contractor. Similarly, In case of downward revision in any duty/tax the actual quantum of reduction of such duty/tax shall be reimbursed to the receiver by the Contractor. All such adjustment shall include all reliefs, exemptions, rebates, concession etc, if any obtained by the Contractor.

Signature of the Bidder

PART -III:

SPECIAL CONDITIONS OF RFP

Mazdoor Services : The **11 Numbers of Persons** (these are estimated numbers, therefore, cannot be considered as guaranteed number of manpower) provided by the Contractor shall have basic minimum reading and writing ability in Hindi, English and Local language.

1. Brief Work Profile for Mazdoor Services :

1.1 To carry, shift, transfer loads as directed by authorized representative of the department. The loads include cases, bales, packages, cartons, pallets, furniture, equipment, scooters and miscellaneous stores etc.

1.2 To load/unload wagons/containers/vehicles directed by authorized representative of the department.

1.3 To escort consignments from one place to another by accompanying the vehicles as and when required.

1.4 To ensure that stores are stacked properly and neatly with due care to their safe handling.

1.5 To ensure that the warehouses/godowns and Depot premises are kept clean and tidy. This included cutting of grass, leveling of earth, white/colour washing of routine nature, clearing of flood water channels.

1.6 To show Railway Receipts (RR)/ Lorry Receipts (LR) and other documents at clearing points and also to present and obtain documents in respect of outgoing consignments, as and when required.

1.7 To fetch water from the main water point for filling earthen pots for drinking purposes.

1.8 To assist tradesmen i.e. Carpenter, Plumber, Electrician and Mason in their duties.

1.9 To break open rivets and seals and also to put the same on Wagons/Godowns/Warehouses, as and when required.

1.10 To perform any other job that may be assigned by Storekeeper/Mukadam and/or authorized representative of the department.

1.11 Contractor shall engage necessary persons as required by this Department from time to time. The said persons engaged would be paid salary every month by the Contractor. There is no master & servant relationship between the employees of the Contractor and this department and further that the said person of the Contractor shall not claim any absorption in this Department.

1.12 Bio-Data, Medical fitness certificate, copy of police verification certificate in respect all categories proposed to be detailed is submitted to the department before deployment of all categories.

1.13 It is clearly understood to me/us that the specification referred to in the contract shall be interpreted as the minimum standard of quality of supply which shall be accepted and articles supplied shall be best available.

2. Security Deposit/Bank Guarantee : The Contractor will be required to furnish a Security Deposit by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd, Axis Bank Ltd or HDFC Bank Ltd) for a sum equal to 10% of the contract value before commencement of work. Security Deposit should be valid till two months after successful completion of contract and all obligations under the contract. The Specimen of SECURITY DEPOSIT/BANK GUARANTEE is given in **Annexure-I**. In case of there is increase of supply of manpower or due to the effect of contract extension the contractor shall enhance the value and validity of Bank Guarantee accordingly.

3. Payment Terms

It will be mandatory for the Contractors to indicate their bank account numbers, GST number, PAN and other relevant e-payment details so that payments could be made through RTGS/NEFT. The payment will be made within 30 days from the date of submission of error free invoices and supporting documents required for payments. The payment will be paid only after providing the SERVICES in each month. The list of requisite documents for release of payments is as under:

3.1 Ink signed copy of commercial invoice/Contractor's bill.

3.2 Claim for statutory levies, taxes and other charges to be supported with requisite documents/proof of payment such as proof of payment for EPF and ESIC contribution with nominal roll of beneficiaries, GST and etc., as applicable.

3.3 Attendance Sheet duly signed by the Contractor and countersigned by authorized representative of CSD.

3.4 No wage/remuneration will be paid to any staff for the days of absence from duty.

3.5 The Contractor will be wholly and exclusively responsible for payment of wages to the person engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act, etc. and

this Department shall not incur any liability for any expenditure whatsoever on the persons employed by the Contractor on account of any obligation.

3.6 The Contractor shall pay Bonus to the personnel, engaged on contract, as per the payment of Bonus Act of India.

3.7 The contractor shall pay hire charges for the Government Transport supplied to them at their request, in case of failure of public transport service due to any cause(s) at the rate fixed by the Government in accordance with the orders which may be current at the time transport is hired. I/We understand that the aforesaid clause does not in any way bind or oblige CSD to provide me/us with the services. The decision of the authorized official of CSD in this matter will be final and binding on me/us.

4. Conduct of Outsourced Manpower

4.1 The manpower supplied by the Contractor should not have any criminal/Police record. The Contractor should make adequate enquires about the character and antecedents of the manpower who are being deployed and shall provide character certificates duly verified by the concerned police authorities. The persons who are in possession of such character rolls shall only be outsourced by the Department.

4.2 The manpower supplied by the Contractor shall not divulge or disclose to any person, any detail of office, operation process technical know-how, security arrangements, administrative/ organizational matters which they come across during performance of their official duties in the department and they shall not interfere with the duties of the employees of the Department.

4.3 The manpower provided by the Contractor should be polite, cordial, positive and efficient, while handling the assigned work. The Contractor shall be responsible for any act of indiscipline on the part of persons deployed by him.

4.4 The manpower deputed shall not be below the age of 18 years for all categories and upper age limit should not exceed 45 years.

4.5 The Contractor shall ensure proper conduct of his outsourced employee in office and deputed premises of CSD or any other place where he/she is assigned to discharge his/her duties in connection with the contract. And the Contractor shall also ensure as well as enforce prohibition of consumption of any kind of drugs in any form including Liquor, smoking but not only limited to this and also loitering without work is prohibited.

4.6 The transportation, food, medical and other statutory requirements in respect of each personnel of the Contractor shall be the responsibilities of the Contractor.

5. Working Hours

Working hours would be normally for 8:00 hrs daily and off on Sunday/ holidays. However, the Department reserves the right to call the outsourced personnel even on Sunday/Holidays depending upon the quantum of workload.

6. Contractual Liabilities of Contractor

6.1 The Contractor and his employee(s) shall abide by all the instructions that may be given to him/them from time to time by the Department or any authorized representative of the department to act on its behalf.

6.2 The Contractor and his employee(s) shall be bound to act with due diligence and shall be responsible to pay due compensation towards any loss/damage that the Department might suffer in consequences of neglect or misconduct of the Contractor or his employee(s).

6.3 If the Contractor and his employee(s) commit a breach of any of the provisions of this contract, the department reserves the right to cancel the rest of the contract at the risk and cost of the Contractor. The Department also reserves the right to engage such a number of persons from the other parties at the risk and expenses of the Contractor.

6.4 In case the Contractor fails to pay an amount claimed by the Department under any provision of the contract, shall be entitled to withhold all and/or any payments that may be due to the Contractor under the contract or under any other contract till the Departments claim is admitted or adjusted.

6.5 In the event of any injury/damage that may occur to any of the person(s)/ employee(s) deployed by the Contractor at the time of working in the Depot premises, it will be the sole responsibility of the Contractor for all consequences and the Department shall in no way be held responsible for such mis-happening and no compensation shall be payable by the Department.

6.6 The Contractor shall arrange for substitute manpower well in advance if there is any probability of the person/ employee leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute manpower shall be the responsibility of the Contractor.

6.7 The Contractor shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger from this Department to the Contractor shall be acknowledged immediately on receipt on the same day. The Contractor shall strictly observe the instructions issued by this Department in fulfillment of the contract from time to time.

7. Risk & Expense Clause

7.1 Should the manpower thereof not be supplied within the time or times specified in the contract documents, or if defective supplies are made in respect of the manpower, thereof, the receiver shall after granting the Contractor to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

7.2 In case of a material breach that was not remedied within 15 days, the receiver shall, having given the right of first refusal to the Contractor be at liberty to employ from any other source as he thinks fit, other services of the same .

i. Such default.

ii. In the event of the contract being wholly determined the balance of the services remaining to be completed there under.

7.3 Any excess of the employment price from any other Contractor as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the Contractor.

7.4 The Department reserves the right to enter into parallel contract with any other Contractor during current period of the contract and the right of appointing any other Contractor/ services to meet any emergency.

8. Force Majeure

8.1 Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of supply of manpower/services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

8.2 In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

8.3 The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

8.4 If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the services received.

9. Fall Clause

9.1 The price charged for the manpower/services supplied under the contract by the Contractor shall in no event exceed the lowest prices at which the Contractor provides the manpower/services or offer to supply manpower/services of identical description to any persons/organization including the receiver or any department of the Central Government or any department of State Government or any statutory undertaking of the central or state government as the case may be during the period till performance of all Contracts placed during the currency of the contract is completed.

9.2 If at any time, during the said period the Contractor reduces the wages, or offer to supply manpower/services to any person/organization including the receiver or any department of the Central Government or any department of the state government or any statutory undertaking of the central or state government as the case may be at the price lower than the price chargeable under the contract, the Contractor shall forthwith notify such reduction to the CSD and the price payable under the contract for the services shall stand correspondingly reduced. Stipulation will, not apply to :-

- i) Supply of Manpower at wages lower than the wages charged for normal replacement.
- ii) Supply of Manpower at lower wages on or after the date of completion of supply/placement of the contract for services by the authority concerned under the existing or previous Contract as also under any previous contract entered into with the Central or State Government, Department, including their undertakings excluding joint sector companies and /or private parties and bodies.

Signature of the Bidder

ANNEXURE-I

SECURITY DEPOSIT BANK GUARANTEE FORMAT

From: Bank _____

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

Dear Sir,

Whereas you have entered into a contract No. _____ dated _____ (hereinafter referred to as the said Contract) with M/s _____, hereinafter referred to as the "Contractor" for supply of manpower as per the contract and whereas the Contractor has undertaken to produce a bank guarantee for (10%) of total Contract value amounting to _____ to secure its obligations to the President of India. We the _____ bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the Contractor that, in the event that the President of India declares to us that the services have not been provided/supplied according to the Contractual obligations under the aforementioned contract, 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 Contractor, indulgence to the Contractor by you, or by any alterations in the obligations of the Contractor 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 from the date of signing of the contract by both the parties until beyond two months after successful completion of the contract including fulfillment of all the contractual obligations.

6. 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.

7. 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 _____.

PART B

EVALUATION CRITERIA & PRICE BID

1. **Evaluation/Criteria** - The broad guidelines for evaluation of Bids will be as follows:
 - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
 - (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Committee/Board of officers with reference to the documents required in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Annexure-I below.
 - (c) **The Bidders are required quote according to the Price Bid Format. The L-1 will be decided based on total of “Gross Salary Man month Basis” (excluding GST) for the particular category (ies) of manpower.**
 - (d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - (e) The Lowest Acceptable Bid will be considered further for placement of contract after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do apportionment of manpower outsourcing service, if it is convinced that Lowest Bidder is not in a position to supply full quantity of manpower outsourcing service in stipulated time.

Signature of the Bidder

	CANTEEN STORES DEPARTMENT	Tender Notice No.
		CSD/JABALPUR/3/18-19/ET/40

ANNEXURE-I

PRICE BID FORMAT

Category of worker	Basic Rate + VDA	EPF @%	ESIC @%	Bonus @.....% on Basic rate	Service charges/ Adm. Charges 0.9999% on Col.No.2 (min. wages)	Total (Rs.) (Gross Salary on Manmonth basis) (Excluding GST) Man month for Mazdoors = 26 Days	GST @ 18% on Total Col. 7
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(9)
Mazdoor Services							

Note 1 : The wage quoted shall not be less than the Minimum Wage & VDA as prescribed by Govt. of India, Ministry of Labour & Employment office of the Chief Labour Commissioner (C), New Delhi vide order No. 1/10(3)/2018-LS-II dated 03 April 2018 (for Area 'Jabalpur'). The increase, if any, in VDA by the Govt. of India, from time to time, will be adjusted based on the request of contractor supported by the valid Government of India notification.

Note 2: The statutory obligations/ taxes such as EPF, ESIC, Bonus, Service Charge/ Admin Charges, GST and etc., shall be as per the prevailing Central Government notifications and amendments, if any, issued thereto from time to time will be paid.

Contd../

Note 3 : GST components will not taken for price comparison purpose to decide Lowest-01 bidder.

Note 4 : The bidders shall quote Service Charges/Adm. Charges not less than @ 0.9999% on Minimum Wages (i.e. Col. no.02), if a bidder quotes 'NIL' service charges/ consideration the bid shall be treated as unresponsive and will not be considered.

Signature of authorised representative of the Bidder
& Official Seal of Bidder

	CANTEEN STORES DEPARTMENT	Tender Notice No.
		CSD/JABALPUR/3/18-19/ET/40

Part-IV

Undertaking to be furnished on the Bidder's letter Head

We hereby irrevocably agree to undertake the services if we (Name of the BIDDER) are awarded as per the terms and conditions mentioned in CSD Tender No. -----/---/-- dated____.

We also undertake not to withdraw our tender no. TN_____ dated _____ submitted to Canteen Stores Department on account of any reason.

Signature of the authorised person of the BIDDER

Place:

Name:

Title:

Date:

Official Seal: