

EQUESTRIAN FEDERATION OF INDIA

C/o 'B' SQUADRON, 61 CAVALRY (OLD LOCATION)
CARIAPPA MARG, DELHI CANTT – 110 010, NEW DELHI (INDIA)
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REQUEST FOR PROPOSAL (RFP)

Our Reference : 005/EFI/Accts/2021 dated : 10th March 2021

REQUEST FOR PROPOSAL FOR HIRING OF CLERICAL AND SUPPORT STAFF AT EQUESTRIAN FEDERATION OF INDIA (EFI), DELHI CANTT, NEW DELHI

1. Quotation under Two-Bid system (Technical bid and Commercial Bid) in sealed envelopes are invited for Clerical and Office Support staff as set out in Schedule I hereunder for the Equestrian Federation of India (EFI) office located at C/o 'B' Squadron, 61 Cavalry (Old Location), Cariappa Marg, Delhi Cantt - 110010. Detailed Scope of Contract and terms and conditions for the contract are listed at part I to V of this RFP, please super scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below :-

- | | | |
|-----|--|---|
| (a) | <u>Bids/queries to be addressed to</u> : | The Secretary General,
Equestrian Federation of India
C/o 'B' Squadron, 61 Cavalry (Old Location)
Cariappa Marg, Delhi Cantt – 110 010 |
| (b) | <u>Postal address for sending this Bid</u> : | Equestrian Federation of India
C/o 'B' Squadron, 61 Cavalry (Old Location)
Cariappa Marg, Delhi Cantt – 110 010 |
| (c) | Name/designation of the contact personnel | : Secretary General, EFI |
| (d) | Telephone numbers of contact personnel | : +91-9217224770 |
| (e) | E-mail | : efiindianf@yahoo.co.in |

3. This RFP is divided into five Parts as follows :-

- (a) **Part-I.** Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tender etc.
- (b) **Part-II.** Contains essential details of Scope of Contract, Terms and Conditions, and EFI details etc.
- (c) **Part III.** Contains Standard Conditions of RFP, which will form part of the Contract with the successful bidder.
- (d) **Part-IV.** Contains Special Conditions applicable to this RFP and which will also form part the contract with the successful Bidder.
- (e) **Part V.** Contains Evaluation Criteria and format for Price Bids.

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

PART I - GENERAL INFORMATION

1. (a) RFP reference No : **005/EFI/Accts/2021** dated : **10th March 2021**
- (b) Tender will be opened in two bid system: Technical bid and Commercial bid.
- (c) Last date and time for collection of bids – by 1200hrs on 18 Mar 2021
- (d) Last date and time for depositing the bids – by 1500hrs 25 Mar 2021
- (e) **Time and date for opening of Technical Bid.** The Technical Bid should be submitted in format of encl-I (enclosed) in sealed cover indicating "Technical Bid", Attested copies of all the documents mentioned in encl I along with EMD should be enclosed with technical bid. Technical bids will be opened by a board of officers on 26 Mar 2021 at 1100 hours in the presence of tenderer or their authorised representatives who may be present at that time (if due to any exigency, the due date for opening of the Bids is declared a closed holiday, the bids will be opened on the next working day at the same time or on any other day time, as intimated by the buyer).
- (f) **Time and date for opening of Commercial Bid.** The time and date will be intimated to those who qualify in technical bids. It should be submitted in format of encl II (enclosed) in separately sealed envelope indicating "Commercial Bid". No documents are required to be attached with commercial bid. Tenderers are advised to quote the prices keeping the bye-laws in vogue concerning with the present tender. Unreasonable inflated/deflated bids may be avoided, Cutting/alteration may lead to reject the tender without assigning reasons whatsoever it may be.

2. **Manner of depositing the Bid.** Sealed bid should be either dropped in the Tender Box marked as Tender for Hiring of Clerical Services for EFI, Delhi Cantt, New Delhi or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of bid documents. Bid sent by FAX or e-mail will not be considered (unless they have been specially called for by these modes due to urgency). The bidders downloading the RFP from website would have to pay Rs 500/- in the form of cash as the cost of tender before pre-bid meeting at this office at EFI. **If any firm fails to submit tender cost, the tender of said firm will not be accepted.**

3. **Time and date for opening of Bid.** 26 Mar 2021 at 1100 hrs (if due to any exigency, the due date for opening of the bids declared a closed holiday, the Bid will be opened on the next working day at the same time or on any other day/time, as intimated by the buyer).

4. **Location of the Tender Box** Office of the Equestrian Federation of India. Only those Bid that are found in the tender box will be opened. Bid dropped in the wrong Tender Box will be rendered invalid.

5. **Place of opening of Bid.** Office of the Equestrian Federation of India. The bidder may depute their representatives, duly authorised in writing, to attend the opening of Bid on the given date and time. Rates and important commercial/technical clauses quoted by all bidders will be read out in the presence of the representatives of all the bidders. This event will not be postponed due to non-presence of your representative.

6. **Two-bid System.** Only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the EFI. The technical bids be submitted as per encl-I.

7. **Forwarding of Bid.** Bid should be forwarded by bidder under their original memo/letter paid inter alia furnishing details like TIN number, GST number, Bank address with NEFT Account if applicable, etc and complete postal and e-mail address of their office.

8. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the EFI in writing about the clarifications sought not later than 04 (four) days prior to the date of opening of the Bid. Copies of the query and clarification by the EFI will be sent to all prospective bidders who have received the bidding documents.

9. **Modification and Withdrawal of Bid.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the buyer prior to deadline prescribed for submission of bid. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bid. No bid shall be modified after the deadline for submission of bid. No bid may be withdrawn in the interval between the deadline for submission of bid and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **Clarification regarding contents of the Bid.** During evaluation and comparison of bid, EFI may, at its discretion, ask the bidder for clarification of Bid, The request for clarification will be given in writing and no change in process or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
11. **Rejection of Bid.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
12. **Unwillingness to Quote.** Bidder unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting bidder may be delisted for the given range of items as mentioned in this RFP.
13. **Validity of Bid.** The bid should remain valid till 180 days from the last date of submission of the bid.
14. **Earnest Money Deposit.** Bidder are required to submit Earnest Money Deposit (EMD) for amount of Rs 25,000/- (Rupees twenty five thousand only) along with their bid issued in favour of the Equestrian Federation of India. 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. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidder 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. 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.
15. **Certificate by Vendor.** It is mandatory for the vendor to fill up the compliance matrix at Appendix A and submit the same along with the bids submitted.
16. **Instruction for bidders.** The bidders are to adhere to following points while preparing the bids :-

PART II - ESSENTIAL DETAILS OF RFP

1. **Schedule of Requirements.** List of services required are as follows: -

S.No	Particular	Qty Required
(a)	Resources for EFI :-	
	(i) Staff Clerks (preferably ESM)	
	(ii) Technical Clerk	
	(iii) Account Clerk	
	(iv) Data Entry Operator	
	(v) Driver	
	(vi) Office Runner	

2. **Delivery Period/Period of Contract.** Delivery period for rendering of service would be within 21 days from the date of award of contract and the contract will be in force for one (1) year subject to satisfactory performance of the services by contractor. Please note that Contract can be cancelled unilaterally by the EFI in case services are not rendered within the contracted period. Extension of contracted period will be at the sole discretion of the EFI with applicability of LD clause. At the end of contract, contractor to pay last month's pay and other relevant and applicable statutory contributions.

3. **Eligibility Criteria.** Firms fulfilling the following criteria are eligible to submit the tenders:-

(a) The bidder must have successfully completed/executed at least three security, similar or manpower related contracts in last five (5) years from the date of issue of this RFP/tender enquiry with any Govt organization/PSUs/Autonomous Body/ for an annual value of contract not less than INR 2,00,00,000/- (Two Crores) each.

(b) As documentary evidence of the eligibility criteria mentioned in sub para (above copies of contracts/supply orders along with satisfactory contract/order execution reports issued by the concerned organisation should be enclosed by the bidder with the Technical Bid.

(c) The bidding firm/company must be a company registered under the Companies Act 1956, or a registered Proprietorship, Partnership, LLP

or

The bidding firm/company should be registered with ROC for at least five years.

(d) The firm should be headed by an ESM and should have been with empanelled with the DGR

(e) Firm should have the following certificates/documents valid as on date of submission of bid: -

(i) **ESI Registration Certificate.** (Attested copies of ESI registration Certificate along with latest receipt of premium paid should be attached failing which the certificate/receipt will be considered invalid). The addresses mentioned in registration certificate should be same as that of the registered firm address.

(ii) **EPF Registration Certificate.** (Attested copies of EPF Registration Certificate along with latest receipt of premium paid should be attached failing which the certificate/receipt will be considered invalid). The addresses mentioned in registration certificate / receipt should be same as that of the registered firm address.

(iii) **Goods and Service Tax Registration Certificate.** (Attested copies of GST Registration Certificate should be attached. The addresses mentioned in registration certificate should be same as that of the registered firm address.

- (iv) **PAN Card** Firm should have valid PAN Card in the name of firm or in the name of proprietor of the firm in case of proprietary form (copy to be enclosed).
- (v) Firm should be registered with Ministry of labour form hiring of manpower and address mentioned should be same as of the registered firm address.
- (vi) Annual turnover of the firm during last three years i.e FY 2017-18, 2018-19 and 2019-20 should not be less than ten (10) crores.
- (vii) Firm should be holding valid ISO 9001 certificate.
- (viii) Firm should in business of security or manpower related services for not less than 05 years.
- (ix) Firm should be owned/run by ESM.
- (x) Firm should be registered with Ministry of Micro, Small and Medium Enterprises (MSME).

4. **Technical Bid.** The quotation must be submitted by the bidder under two-bid system i.e. Technical – Bid and Commercial Bid which are to be further submitted in separate sealed covers as per formats given in Encl-I and Encl-II respectively. The documents mentioned in Para 3 above should be enclosed with the Technical-Bid. Bidders are also required to furnish clause by clause compliance of eligibility bringing out clearly the deviations from the eligibility criteria, if any. The bidders are advised to submit the compliance statement as per enclosure.

5. **Working Days of the EFI.** The EFI may be functioning on six days in a week i.e Monday to Saturday and on days depending upon work based requirement.

6. **Attendance Register.** The contractor will require to maintain an Attendance Register and the presence/absence of manpower deployed by him should be recorded in the register on a day-to-days basis. The attendance register shall be submitted for verification to the nominated person of contract operating authority by 10.00 Hrs on each working day. It would be responsibility of the contractor to ensure that 100% personnel are present on each working day. **A copy of attendance register countersigned by representative of EFI is to be submitted along with the monthly bills for payment.**

7. **Scope of Work.** That the Contractor, amongst other requirements, shall ensure that the required resources meet the respective profiles as mentioned hereunder: -

(a) **CLERK – STAFF DUTIES**

- (i) Handling of all Daks.
- (ii) Correspondence with FEI, IOA, AEF, MYAS, SAI, ITPF and other NFs.
- (iii) Statute amendments
- (iv) EC / AGM Corres

- (v) Preparation of Annual Calendar for Training and Competition (ACTC)
- (vi) Preparation of draft EFI Calendar
- (vii) Calendar/Event approval from FEI
- (viii) Preparation of Foreign Jury/Official itinerary
- (ix) Conduct of International Competitions in India where foreign teams participating.
- (x) Olympic Games Corres
- (xi) Court Cases
- (xii) Athletes Commission Corres
- (xiii) Discipline Case Corres (other than competition related)
- (xiv) Handling of Social Media (Facebook etc)
- (xv) Ticketing, VISA & Accommodation of visiting EFI delegates to various meetings/seminars/GA/EOGA/Sports Forum.
- (xvi) Look after the complete administration of EFI Secretariat
- (xvii) Leave planning of subordinates
- (xviii) Assist Secretary General/Joint Secretary in their functioning
- (xix) Misc Task as ordered by Secretary Gen/Joint Secretary from time to time.

(b) **TECHNICAL CLERK**

- (i) Bid invite and its evaluation process of EFI Calendar events
- (ii) Monitoring of EFI Calendar
- (iii) Prospectus of Events approval and uploading on website
- (iv) EFI / FEI Jury detailment for various events and maintenance of records of detailment
- (v) Processing of requests for move sanction of Serving Officials with concerned Govt departments
- (vi) MI Clearance

- (vii) Maintenance of Competition Results and uploading on website
- (viii) Upgradation / Down gradation of Horses
- (ix) Preparation and distribution of certificate
- (x) Complaints during EFI Competitions : Correspondence
- (xi) Review/Amendments : Technical Guidelines
- (xii) Updation of list of Officials & Coach from time to time
- (xiii) Misc Task as ordered by Secretary General/Joint Secretary

(c) **ACCOUNT CLERK.**

- (i) Maintenance of all accounts and deals with all correspondence pertaining to accounts.
- (ii) Processing of event proposal and final claim for various events as per ACTC approved
- (iii) Monitoring of EFI Membership Subscription (All types)
- (iv) Booking of Tickets for Jury/Officials
- (v) Tie up Accommodation and Transportation for Jury
- (vi) Medal & Rosettes
- (vii) Printing works (all types)
- (viii) Procurement of Equipments/Property
- (ix) EFI Property (including IT Equipments) In-Charge and Maintenance of EFI Property Ledger and preparation of Annual Board.
- (x) Misc task as ordered by Secretary Gen/Joint Secretary from time to time.

(d) **DATA ENTRY OPERATOR.**

- (i) EFI / FEI Horse registration
- (ii) EFI / FEI Rider Registration
- (iii) Responsible to make entries in all event (FEI / AEF International)
- (iv) Updating of Website/ EFI App from time to time

- (v) Data update Athletes/Officials on FEI / EFI website
- (vi) Conduct of Coaching Camps/Clinics/Course
- (vii) EFI Membership Allotment (all types) and maintenance of Members list
- (viii) Issue of Horse Import Recommendation letter and its further monitoring
- (ix) Assist Tech Clerk & Account Clerk
- (x) Misc task ordered by Sec Gen/Joint Secretary from time to time.

(e) **OFFICE MESSENGER.**

- (i) Incoming & Outgoing Dak entry in Register
- (ii) Sorts, delivers and picks up mail from various offices at regular intervals. Keeps records as required.
- (iii) Packs material received for dispatch, affixes labels, inserts material in envelopes
- (iv) Despatch of Daks through Postal Services
- (v) Monitoring of Postal Stamps
- (vi) Passing and Collecting paper documentations between offices and departments
- (vii) Collects and delivers communications
- (viii) Support in terms of preparing, copying, collating, binding, filing, distributing documents, mail, and notifications as instructed
- (ix) Performs other duties as assigned.

8. **Period of the Contract.** The contract will extend for a period of one (1) year from the date of award of contract. Extension of the contract will be at the sole discretion of the competent authority and subject to satisfactory services of the contractor another two tenures, maximum period of one (1) year each, by way of extension may be granted.

9. **Signing of Contract Agreement.** The successful bidder/contractor will require to sign an agreement with the EFI within 07 days from the date of written intimation to this effect.

10. **EFI Details.**

The Secretary General
Equestrian Federation of India
‘B’ Squadron, 61 Cavalry (Old Location)
Cariappa Marg, Delhi Cantt – 110010
Email – efiindianf@yahoo.co.in
Tele No : +91-11-25683601 / 2

PART III – STANDARD CONDITIONS OF RFP

The bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e Seller in the Contract as selected by the Buyer, Failure to do so may result in rejection of the bid submitted by the Bidder.

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India and the Courts at New Delhi will have exclusive jurisdiction over any or all disputes which may arise between the contracting parties. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and performance of the services shall commence from the effective date of the contract.
3. **Arbitration.** In the event of any dispute(s) or differences arising under the contract so executed and which could not be resolved through mutual discussions, the EFI and the successful Bidder may refer the matter to an arbitration process. The General Secretary, EFI and the Successful Bidder shall both appoint an arbitrator each and such appointed arbitrators shall further appoint one arbitrator for purposes of forming an arbitration panel. The decision of this arbitration panel taken after due consideration of factors brought out by both parties shall be final and binding. The venue of the arbitration shall be at the discretion of the arbitrator, subject as aforesaid, the Arbitration Act and the rules there-under, the statutory modification thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings under this condition.
4. **Non-disclosure of Contract Documents.** Except with the written consent of the EFI or the Successful Bidder, either Party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
5. **Termination of Contract.** The EFI shall have the right to terminate this Contract in part or in full in any of the following cases :-
 - (a) The delivery of the services is delayed for causes not attributable to Force Majeure for more than (02 months) after the scheduled date of delivery.

- (b) The Contractor is declared bankrupt or becomes insolvent.
- (c) The delivery of material/services is delayed due to causes of Force Majeure by more than (03 months) provided Force Majeure clause is included in contract.
- (d) The Customer 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.
- (e) As per decision of the Arbitration Tribunal.
- (f) On notice of 30 days by either Party, giving its unwillingness to continue the Contract.

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

7. **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.

8. **Patents and other Industrial Property Rights/ Confidentiality.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights, as applicable. The Contractor shall indemnify the Customer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use.

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

10. **Taxes and Duties.** The rates offered by the Contractors shall be all inclusive and all applicable taxes, levies and other Statutory Obligations shall be included in the quoted price. No additional payment towards execution of this contract will be made to the successful CONTRACTOR/contractor.

11. **Goods and Service Tax.** Durance in the total cost to the supplier contractor on account of charges in the tax structure after the implementation of GST or due to the benefits of input tax credits during the period of the contract will be passed over to the Buyer.

PART IV – SPECIAL CONDITIONS OF RFP

The bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer, Failure to do so may result in rejection of Bid submitted by the Bidder

1. **Performance Guarantee.** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorised to conduct government business (ICICI Bank Ltd, Axis Bank Ltd or HDFC Bank Ltd) for a sum equal to 10% of the total contract value within 30 days of signing of the contract. Performance Bank Guarantee will be valid upto 60 days beyond the date of end of contractual obligations which is applied for two months after completion of contracts.
2. **Extension of Contract.** The buyer reserves the right to extend the contract as per the laid down regulations. The bidder is to confirm the acceptance of the same for inclusion in the contract and should also clearly mention it in his quotations while submitting the Bids. This will be applicable within the currency of contract. It will be entirely the discretion of the Buyer to exercise this option or not.
3. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, EFI reserves the right to increase or decrease the quantum of /services by upto 25% of the tender quantum without any change in the terms and conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered has been increased or decreased by the Buyer within this tolerance limit.
4. **Payment Terms.** It will be mandatory for the bidders to indicate their bank account numbers and other relevant e-payment details so that payment could be made through ECS/NEFT mechanism instead of payment through cheques, wherever feasible. The payment will be made as per the following terms on production of the requisite documents:-
 - (a) The following components will be paid every month: -
 - (i) Wages paid as per the Minimum Wages promulgated by the GNCT, Delhi/DGR
 - (ii) Service Charges per month.
 - (iii) GST applicable.
 - (iv) EPF, EDLI and Admin Charges.
 - (v) ESI
 - (vi) Bonus (Annual or monthly)

(b) Monthly payment will be made against following documents :-

- (i) Contingent Bill.
- (ii) Consolidated Bill by Vendor for items at Para 1 of Part II and 5(a(i) to (vi) above.
- (iii) Form of Register of Wages-cum-Muster Roll as per Form XVII countersigned by officer-in-charge or an officer nominated by him.
- (iv) Download copy of EPF and ESI challan of employees working for the said month alongwith details of amount deposited in the account of each employee.
- (v) Certificate duly signed by contractor and countersigned by the Secretary, EFI.
- (vi) Xerox copy of PBG (First bill only).
- (vii) Xerox copy of contract agreement (First Bill only).

(c) **Responsibility of Payment of Wages as Per Section 21 of CLRA - 1970.** The contractor shall make payment to the resources employed on monthly basis under the contract in the presence of Secretary, EFI representative in the premises of EFI on or before the 10th of every month on a date mutually convenient to both the parties. The payment in any case shall not be delayed beyond the 7th of the following month. In case the contractor fails to make payment of wages within the period or makes short payment, EFI reserves the right to make payments to the security personnel by deducting from any amount payable to the contractor under any contract or as debt payable by the contractor.

(d) The Contractor shall submit a consolidated monthly bill for the amount due for the services rendered during the preceding one-month by the 10th of the month **along with attendance sheet on monthly basis** verified by the representative of the Customer. The payment for the services will be made to the Contractor in arrears and no advance payment will be made to the Contractor.

(e) The contractor shall introduce individual salary slip of employees and produce the proper details of payment made to the employees alongwith their individual salary slip while forwarding of monthly bill for onward submission.

(f) The payment to the contractor will be made on monthly basis subject to satisfactory services during the period. The payment of statutory charges like EPF, EDLI, ESI, Bonus and GST etc, will be made to the contractor on monthly basis on actual after submission of documentary evidence by the contractor to the effect that these charges have been deposited with the concerned Govt authorities. The contractor is required to forward the details of EPF account No of employees within one month and copy of ESIC smart card of all resources within three months of award of contract.

(g) The contract rates shall be based on existing Minimum Wages promulgated by the GNCT, Delhi and will be subject to revision on revision of minimum wages by the GNCT, Delhi for which intimation letter shall be submitted by the Contractor along with copy of Govt order to this effect. The payment to the contractor will be enhanced in accordance with revised minimum wages after approval of competent authority.

5. **Advance Payments.** No advance payment(s) will be made and payment to the security personnel will not be linked with clearance of bills.

6. **Paying Authority.** Secretary, EFI. The payment of bills will be made on submission of the following documents, whichever applicable by the Contractor to the Paying Authority alongwith the bill :-

- (a) Ink-signed copy of contingent bill/Contractor's bill.
- (b) Ink-signed copy of Commercial invoice/Contractor's bill.
- (c) Claim of statutory and other levies to be supported with requisite documents / proof of payment such as proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (d) Performance Bank guarantee/Indemnity bond where applicable.
- (e) Details of electronic payment viz account holder's name, bank name, Branch name and address, account type, account number, IFSC code, MICR code (if these details are not incorporated in contract).
- (f) Any other document/certificate that may be provided for in the contract.
- (g) Satisfactory Certificate duly ink signed by Secretary, EFI.

7. **Force Majeure.**

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

(b) In such circumstances the time stipulated of the performance of any obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

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

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

8. **Minimum Wages.** The contractor should ensure payment of existing minimum Wages as per Minimum Wages Act 1948 as revised from time to time to the resources engaged by him. Non-adherence to the Minimum Wages Act 1948 will result in cancellation of the contract, forfeiting of EMD/PBG and appropriate administrative action. The contractor would be required to ensure payment to the manpower to be deployed by him for execution of the proposed contract as per the existing minimum wages.

9. **EPF, ESI, EDLI and GST.** The amount of EPF, ESI, EDLI and GST shall be quoted strictly as per prescribed Govt rates. The payment for these statutory obligations will be made on monthly basis on production of documentary evidence to the effect that the same has been deposited by the Contractor in the concerned account.

10. The Contractor shall obtain a valid licence from the competent Licensing Officer under the provisions of Contract Labour (Regulation and Abolition) Central Rules 1971 including license from Home Ministry within 90 days from the date of awarding of contract (where applicable). If the Contractor is refused a license for any reason whatsoever or fails to obtain the license within the stipulated period, the contract shall automatically stand terminated and the Customer shall be at liberty to recover losses, if any, from the security deposit cum Performance Guarantee of the Contractor.

11. The Contractor shall also abide by the provisions of the Child Labour (Provision and regulation) Act 1986.

12. The Contractor shall pay to the labour employed by him wages as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and contract Labour (Regulation and Abolition) Central Rules 1971.

13. The Contractor shall fix the wage period not exceeding one month to make payment to the labourers employed by him and shall ensure payment before expiry of the 7th day after the last of the wage period.

14. It shall be the responsibility of the Contractor to issue employment card to each resource engaged by it as per the prescribed format and to maintain the muster roll, the wage register and other register as provided in the Contract Labour (Regulation and Abolition) Act.

15. The Contractor shall arrange for such facilities as provided for in the Contract Labour (Regulation and Abolition) Act for the welfare and health of the labour employed on the work.

16. The Contractor agrees to indemnify the Customer against all claims for compensation by or on behalf of any workman employed by him in connection with this agreement for injury or death by accident under the Workman Compensation Act (Act VIII of 1923).

17. That all resources employed by the Contractor will be between the age group of 18 to 60 years and in sound state of health and at least matriculate or service education equivalent. The staff on duty will always be smartly turned out. The Contractor agrees that all their employees shall be bona-fide Indian citizens with high integrity and moral values. The Contractor also agrees that all resources verified by the police and the verification details on record with the Customer. Identity card for all resources engaged shall be issued by the Contractor.

18. That the Contractor shall provide necessary uniforms, for the efficient performance

19. That the Contractor shall maintain records of attendance, leave, duty, roster and other relevant records keeping the Customer appraised every week or as specified by the Customer.

20. That the Contractor agrees to produce any document like, details of payments of wages as required to be maintained by law, including the labour law currently in force, at the time for verification/inspection by the Customer on demand.

21. **Uniform.** It will be sole responsibility of the contractor to ensure that the resources engaged for the contract are turned up smartly in distinct/neat uniform of the firm. In order to maintain neat and clean uniform at least two pair of uniforms to be provided to security personnel per annum.

22. **Police Verification.** At all times, the contractor will be responsible to ensure that security personnel engaged by him are security cleared by Police Station/concerned authority of worker's residential area. Police verification is to submitted at least 10 days prior to commencement of the contract. The contractor will also ensure that no person employed by him for the services has been/is involved in any activity against the interest of state.

23. The Contractor shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. The Secretary, EFI shall not be responsible in any manner whatsoever , in matters of injury/death/health etc of the contractor's employees performing duties under this contract.

24. The contractor shall be solely responsible to comply with all statutory security requirements in respect of the manpower engaged by the firm and EFI shall not be a party to any dispute arising out of such deployment by the contractor.

25. The security personnel deployed by the contractor under this contract shall be the employee of the contractor and in no circumstances shall ever have any claim of employment with EFI.

26. **Attendance Register.** The Contractor will require to maintain an attendance Register and presence/absence of manpower deployed by him should be recorded in the register on day-to-day basis. The attendance register shall be submitted for verification to the contract operating authority vis EFI by 1000 hrs on each working day. It should be responsibility of the contractor to ensure that 100% security guards are present on each working day failing which penalty will be imposed and such deductions will be made from the outstanding payments/PBG of the contractor. **A copy of attendance register countersigned by Secretary EFI is to be submitted alongwith the monthly bills for payment.**

27. **Register and other Records to be maintained, Section 29 of CLRA 1970.**

- (a) The register and records that will be maintained by is register of contractors on Form III and Form XII of CLRA – 1970 by EFI.
- (b) The register and records that will be maintained by Contractor are as follows :-
 - (i) Register of persons Employed on form XIII of CLRA-1970.
 - (ii) Employed Card on Form XIV within three days of employment of each worker.
 - (iii) Service Certificate on Form XV is to be issued to every worker on termination of employment for any reason.
 - (iv) Form of Register of Wages-cum-Muster Roll as per Form XVIII of CLRA-1970. The same will be countersigned by Secretary EFI or an officer appointed by him on the day the wages is paid in the presence of the representative of the Principal Employer.
 - (v) Wage Slip as per Form XIX of CLRA-1970, which will be issued to each worker on the day the wages is paid in the presence of the representative of the Principal Employer.

28. **Warning Clause.** In case any complaint is received from users, the following penalty will be imposed in addition to deduction of amount equivalent to deficiency in manpower deployment/material supplied :-

- (a) First Complaint - Verbal Warning.
- (b) Second & Third Complaint - Written Warning/Show Cause Notice
- (d) Fourth Complaint - Issue of Show Cause Notice for termination of contract and PBG of the contract will be forfeited.

29. **Replacement of Resources.** The Contractor agrees to provide a suitable replacement to any resource engaged where such resource is not discharging his/her services to the satisfaction of the EFI. EFI, further agrees to intimate the Contractor of such non-performance in writing and agree to give the Contractor a time period of fourteen (14) days to provide a suitable replacement.

- (a) Any act of Disobedience.
- (b) Negligent performance of duty.
- (c) Any act of dishonesty.
- (d) Indulging in illegal activity may jeopardize the interests of the Govt and Customer.
- (e) Any other misconduct.

(f) Use of alcohol or any other drugs while on duty or on the premises of the EFI.

30. **Signing of Contract Agreement.** The successful bidder/contractor will require to sign an agreement with the Buyer within 30 days from the date of written intimation to this effect.

31. **Contract Operating Authority.** The Security contract for Secretary, EFI

PART V – EVALUATION CRITERIA AND PRICE BID ISSUES

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows :-

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirement of the RFP.

(b) The EFI has the sole discretion to decide upon the financial Bid as it deems fit as per the Price Format given at para 2 below. The consideration of taxes and duties in evaluation process will be as follows.

(c) The Bidders are required to spell out the rates of GST, etc in unambiguous terms, in case of any ambiguity is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entertained after the opening of tenders. If a Bidder chooses to quote a price inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily.

(d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity including various charges, 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.

2. **Service Charges.**

(a) Service charges are to be quoted as a whole amount for one month which may include the various components like Stationery, Pay bill generation and correspondence for EPF & ESI, correspondence for maintenance of attendance etc, Maintenance of register and correspondence for labour commissions as per CLRA 1970, Telephone charges, Profit Rent, Electricity charges and other overhead expenses.

(b) A board of officers will fix a reasonable service charge for the said contract.

(c) Any quotation below 50% of service charge fixed by the board will be rejected commercially.

(d) The reasonable service charge will be announced at the time of opening of commercial bids.

(e) The tenders of the firms quoting unreasonable low service charges, less minimum wages, EPF, ESI, GST etc will not be entertained and may be delisted from the given range of the services.

(f) The appropriate bid will be determined on composite basis and as deemed appropriate by the EFI.

3. **Commercial Bids**. The commercial Bid format is given below and bidders are required to fill this up correctly with full details and submit on firms letter head or in the RFP.

S.No	Description		
(a)	Basic plus VDA		
(b)	EPF @ 13% on SI (a)		
(c)	Bonus @ 8.33% on SI (a)		
(d)	National Holiday @ .96% of SI (a)		
(e)	Sub Total of SI (a) to (d)		
(f)	ESI @ 3.25% on SI (e)		
(g)	Sub Total of SI (e) +(f)		
(h)	Service Charge incl Admin Charges		
(j)	Sub Total of SI (g) +(h)		
(k)	Grand Total		
(l)	GST Exempted		
(m)	Total Value R/Off		

Note : The Minimum wages to be strictly quoted as per the current rates promulgated by the GNCT of Delhi/DGR and other statutory components i.e ESI & EPF including EDLI and Admin charges, Bonus, GST shall be quoted strictly as per prescribed Govt. rates as mentioned above. If there is any discrepancy between the percentage (%) quoted as service and the total price the percentage (%) quoted will be taken into account.

FORMAT FOR TECHNICAL BID

S. No	Description	Details to be furnished by the Tenderer	Documentary evidence Required to be Attached	Compliance by the Tenderer (Yes/No)
1.	Name of the Company with registered address and phone/ fax/mobile numbers		Registered address should be same as mentioned on EPF, ESIC, Service Tax Labour Licence & PSARA license Certificate.	N/A
2.	Present address with phone/ fax/mobile numbers and name of contact person		N/A	N/A
3.	EPF Registration No. of the firm on the firm's registered address above (latest challan attested)		Attested copies of EPF Registration Certificate along with receipt of last premium paid .	
4.	ESIC Registration No. of the firm on the firm's registered address above (latest challan attested)		Attested copies of ESIC Registration Certificate along with receipt of last premium paid	
5.	Goods and Service Tax registration No. of the firm on the firm's registered address above		Attested copies of Goods and Service Tax Registration Certificate along with receipt of last premium paid (Page No 36-40).	
6.	PAN No. in the name of firm or in the name of proprietor of the firm, in case of proprietary firm		Attested copy of PAN Card	

S. No	Description	Details to be furnished by the Tenderer	Documentary evidence Required to be Attached	Compliance by the Tenderer (Yes/No)
7.	Whether recognized / licensed by the Ministry of Labour for employing manpower		Attested copy of recognition certificate / License	
8.	Whether having PSARA license from Ministry of Home		Attested copy of License	
9.	Whether you are in a position to provide the required workmen regularly for the contract period (Answer in Yes/No. If No, indicate number of manpower you can supply, if contract is awarded to your firm)		N/A	
10.	Details of EMD Submitted (indicate mode of payment viz. Demand Draft/Pay Order/FDR alongwith its number, date of issue and issuing bank)		EMD to be submitted in original.	
11.	Whether you meet the eligibility criteria of work experience as mentioned in Para 3(a) of Part II of the RFP/TE.		As indicated in Para 3(b) of Part II of the RFP/TE	
12.	Bank Solvency Certificate issued by the Banker of the tenderer confirming that the tenderer is maintaining his Bank Account satisfactorily for at least last three years from the present year		Bank Solvency Certificate to be enclosed either in original or photocopy of the certificate to be attested by bank	

SI	Description	Details to be furnished by the Tenderer	Documentary evidence Required to be Attached	Compliance by the Tenderer (Yes/No)
13.	Acceptance of All Terms & Conditions of the RFP/TE.		N/A	Yes

Office seal

Place:

Dated: 2021

(Signature of the Tenderer)

FORMAT FOR COMMERCIAL BID**1. Consolidated charges including GST, levies etc. on monthly basis for Security Staff at EFI.**

S.No	Description		
(a)	Basic plus VDAe		
(b)	EPF @ 13% on SI (a)		
(c)	Bonus @ 8.33% on SI (a)		
(d)	National Holiday @ .96% of SI (a)		
(e)	Sub Total of SI (a) to (d)		
(f)	ESI @ 3.25% on SI (e)		
(g)	Sub Total of SI (e) +(f)		
(h)	Service Charges incl Admin charges		
(j)	Sub Total of SI (g) +(h)		
(k)	Grand Total		
(l)	GST exempted		
(m)	Total Value R/Off		

0

Note : The Minimum wages to be strictly quoted as per the current rates promulgated by the GNCT of Delhi/DGR and other statutory components i.e ESI & EPF including EDLI and Admin charges, Bonus, GST shall be quoted strictly as per prescribed Govt. rates as mentioned above. If there is any discrepancy between the percentage (%) quoted as service and the total price the percentage(%) quoted will be taken into account.

Office Seal

Place:

Signature of the tenderer

Prop/Partner

Date : 2021

Encl-III

COMPLIANCE MATRIX BY THE VENDOR

(It is mandatory to submit this compliance matrix, failing which the Buyer reserves the right to reject the bid submitted)

Ser No	Clause	Compliance	Yes/No
1.	Para 7 Part I of RFP. Documentary proof of VAT/CST Registration, TIN No or any other registration by any government organisation mandatory for executing the contract should be enclosed.	Self attested documentary proof attached	
2.	Para 14 part I of RFP – EMD		
3.	Para 3 of Part II of RFP – Eligibility Criteria		
4.	Para 1, Part IV of RFP	Acceptance of PBG Clause	
5.	Para 6 and 7, part IV of RFP	Acceptance of E-payment and Payment terms	
6.	Para 1 of part V of RFP	Acceptance of evaluation Criteria	
7.	Para 2 of Part V of RFP	Acceptance of Service Charges	
8.	Acceptance of Standard Conditions of Contract as per DPM – 09	Standard Conditions of Contract as per DPM – 09 have been read and understood in all aspects and acceptable, and there is no objection to including the same in the Contract Agreement.	

Office Stamp

Signature of Bidder