

Telephone: 03192-248230

**Reply should be addressed to  
The Officer-in-Charge only**

Communication Centre  
C/o Navy Office  
Port Blair-744102

COM/438/03/Telephone Cable

05 Sep 18

To,

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**REQUEST FOR PROPOSAL**

**INVITATION OF E-BIDS FOR SUPPLY & LAYING OF UG TELEPHONE CABLES AND  
INTERNAL WIRING AT VALLEY VIEW (HADDU) RESIDENTIAL AREA AND LAYING  
OF UG CABLE FROM PHOENIX VIEW PILLAR TO COMMAND HOUSE PILLAR**

1. E-Bids are invited for supply & laying of UG Telephone Cables and internal wiring at Valley View (Haddo) Residential Area and laying Of UG Cable from Phoenix View Pillar to Command House Pillar listed in Part II of this RFP.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below -
  - (a). Bids/queries to be addressed to: The Officer-in-Charge, COMCEN(PBR)
  - (b). Postal address for sending the Bids: COMCEN (PBR), C/o Navy Office, Haddo Port Blair-744102
  - (c). Name/designation of the contact personnel: **Cdr Satender Singh,  
Officer-in-Charge.**
  - (d). Telephone numbers of the contact personnel: **03192-248206**
  - (e). e-mail ids of contact personnel: Nil
  - (f). Fax number: **03192-232108**
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 tenders, etc.

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- (b). Part II – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
  - (c). Part III – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
  - (d). Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder
  - (e). Part V – Contains Evaluation Criteria and Format for Price Bids.
4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

#### **PART I – GENERAL INFORMATION**

1. **Last date and time for depositing the e-Bids: 1000hrs on 26 Sep 18.**  
(Date to be mentioned in terms of DD MM YEAR) The e-Bids (both technical and Commercial, in case two bids are called for) should reach by the due date and time online. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the e-Bids:** e-Bids are to be submitted online from **0900hrs on 06 Sep 18**. Late tenders will not be considered. No responsibility will be taken for non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
3. **Pre-bid conference** Pre-bid conference will be held in the **Oi/c COMCEN chamber on 11 Sep 18 at 1000 hrs** for clarification regarding the scope of work. You are requested to attend/ send your representative to attend the conference. Absenteeism from the conference will be considered as vendor has understood the work and requirement of the Buyer.
4. **Time and date for opening of e-Bids:** **1100 hrs on 27 Sep 18** (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).
5. **Place of opening of the e-Bids** :The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids procession on **27 Sep 18 at 1100 Hrs at Oi/C Chamber**(the due date, time and venue). 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:** NA

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7. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer online about the clarifications sought not later than 04 (four) days prior to the date of opening of the e-Bids. Copies of the query and clarification by the purchaser will be sent by mail to all prospective bidders who have received the bidding documents.
8. **Modification and Withdrawal of e-Bids:** A bidder may modify or withdraw his e-bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of e-bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
9. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid on the email id **comcenpb-navy@nic.in**. The request for clarification will be given online and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
10. **Rejection of e-Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with **forfeiture of EMD**. Conditional tenders will be rejected.
11. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the e-Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
12. **Validity of e-Bids:** The e-Bids should remain valid till 180 days from the last date of submission of the e-Bids/opening of e- bids.
13. **Earnest Money Deposit:** You are requested to upload and forward/ submit Earnest Money Deposit (EMD) for amount of **Rs. 30,000.00** (Rupees **Thirty Thousand** only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank (i.e. ICICI, HDFC or Axis Banks only) in favour of **CDA (IDS), New Delhi**. EMD is to remain valid for a period of **forty-five days** beyond the final bid validity period. **EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract.** The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. 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.

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## PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements** – List of items/services required is as follows:-

Sl. No	Description	Deno	Qty
<b>(1) Items:-</b>			
(a)	50 Prs JF Cable	Mtrs.	900
(b)	20 Prs JF Cable	Mtrs.	250
(c)	10 Prs JF Cable armoured	Mtrs.	250
(d)	5 Prs JF Cable	Mtrs.	100
(e)	DP Box 10/20 Prs DP with Krone	Nos	07
(f)	Mini Pillar	Nos.	01
(g)	GI Pipe (32mm)	Nos	04
(h)	TSF Kit-3	Nos	01
(i)	CT Box with Krone	Nos.	05
(j)	Capping & casing (25mm)	Mtrs.	1200
(l)	Cat 6 UTP Cable	Mtrs.	1630
(m)	4 way I/O Box	Nos.	64
<b>(2) Services:-</b>			
(a)	Trenching	Mtrs.	1050
(b)	Road and Cement cutting	Mtrs	20
(c)	Cement concreting	Mtrs.	20
(d)	Cable laying 50 Pairs	Mtrs.	1000
(e)	Cable laying 5/10/20 Pairs	Mtrs.	650
(f)	Construction of pillar plinth	Nos.	01
(g)	Insulation of mini pillar CT Box fitting, Cable termination, painting and stickering	Job	01
(h)	DP fitting and Cable termination	Nos.	07
(j)	Jointing 50 Pairs	Nos.	01
(k)	Installation of Capping & Casing, laying of CAT 6 Cable, fitting of 4 way I/O Box, termination of CAT 6 cable in I/O box and DP Box	Job	01

- (a). Requirement of training/on job training : NA
- (b). Acceptance trail: YES
- (c). Requirement of technical/on job training: YES
- (d). Any other details: NA
- (e). Delivery period: **Three Months** from the date of Supply Order
- (f). Terms of delivery: Free delivery at consignee premises

2. **Liquidated Damages:** The supplier shall be liable to pay to the unit liquidated damage (LD), a sum equivalent to 10 % of the undelivered of 10% of the total of the items.

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3. **Consignee details -** The Officer-in-Charge  
COMCEN (PBR)  
C/o Navy Office  
Andaman and Nicobar Command  
Port Blair-744 102

### **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.
2. **Effective Date of the Contract:** The contract shall come into effect from the date of award of contract or one year. Performance of the service shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
4. **Penalty for use of Undue influence:** The Seller undertakes 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 Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller 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 the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

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5. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; 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 Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way in corrector if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

7. **Non-disclosure of Contract documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of **0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.**

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

- (a) If the materials used by the contract are not found of satisfactory standard they will be issued 14 days notice by the owner. If satisfactory improvement is not achieved even after this notice, a notice of three weeks (final) will be issued to the contractor by the own to terminate without prejudice to any right acquiring to either party prior to such terminating. During the period of notice both the parties shall continue to discharge their duties and obligations.

(b) The owner shall be entitled to determine this agreement and discharge the contract with prejudice to other rights remedies available to him if the contractor shall become solvent or fails and/or neglect to carry out instructions on his behalf or suspends the work on delay the work, without reasonable cause or if without the written consent of the owner, he shall assign or sublet the contract.

(c) In case of termination of this agreement and/or discharge of the contractor as here in before stipulated the owner shall be entitled to appoint a new contractor.

(d) The owner shall be at liberty to terminate this agreement at any time for reason or any act of negligence, misconduct or breach of duty on the part of the contractor or on account of any act of indiscipline without giving notice.

(e) The owner shall be at liberty to determine this agreement and discharge the contract, in case the terms and conditions mentioned in the agreement (including those mentioned in Appendix 'A') are not fulfilled by the contractor.

(f) The services are delayed or discontinued for causes not attributable to Force Majeure for more than (21 Days) after the schedule date of delivery.

(g) The seller is declared bankrupt or become insolvent.

(h) The services are delayed or discontinued due to causes of Force Majeure by more than (03 months) provided Force Majeure clause is included in contract.

(i) The Buyer has noticed that the seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(j) As per decision of the Arbitration Tribunal

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

11. **Transfer and Sub-letting:** The Seller 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.

12. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

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

14. **Taxes and Duties:**

(a). If Bidder desires to ask for excise duty or Sales Tax / VAT extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(b). If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.

(c). If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

15. **Pre-Integrity Pact Clause:** NA

**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:**

(a) **Indigenous cases:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to **10% of the contract** value within **30 days** of receipt of the confirmed order. Performance Bank Guarantee should be valid up to **60 days** beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

(b) **Foreign cases:** NA

2. **Option Clause:** NA

3. **Repeat Order Clause** – NA

4. **Tolerance Clause** –NA



5. **Payment Terms for Indigenous Sellers-** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheque, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:

**100% payment on work completion post inspection by the user.**

6. **Payment terms for Foreign Sellers** – NA

7. **Advance Payments**: No advance payment(s) will be made.

8. **Paying Authority**: JCDA(N), Port Blair

9. **Fall clause** - The price charged for the SERVICES supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller provide services or offer to provide services of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

10. **Exchange Rate Variation Clause**: NA

11. **Risk & Expense clause –On Contractor's risk and Expenses**

Should the services or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

12. **Force Majeure clause** The contract must be in accordance to the minimum wage act of the Andaman and Nicobar Administration policies.

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

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

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

(d). Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e). If the impossibility of complete or partial performance of an obligation lasts for more than **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.

13. **Buy-Back offer** -NA

14. **Specification**: (i) Cable should be pure copper not alloy.  
 (ii) Cable should be armoured and insulated.  
 (iii) Dia of copper in each wire must be 0.5 mm.  
 (iv) Cable must be of reputed brand.  
 (v) The laying of UG cable will be at depth of 2 feet.  
 (vi) Capping and casing will be of 25 mm.

15. **OEM Certificate**: NA

16. **Export License**: NA

17. **Earliest Acceptable Year of Manufacture**: 2017-2018

18. **Buyer Furnished Equipment**: NA

19. **Transportation**: The Transportation of material as per scope of work

20. **Air lift**: NA

21. **Packing and Marking**: NA

22. **Quality**: The quality of material is to be of high standard and branded.

23. **Quality Assurance**: NA

24. **Inspection Authority**:

(i) The entire work outsourced to contractor under this quotation shall be inspected and certified by **authorised representative of COMCEN (PBR)** at the end of the month.

(ii) On "Satisfactory Job Completion" as per work package, a certificate in this regard will be issued by authorised rep of this unit. The same is to be submitted along with the final bill every month.

(iii) **Guarantee**: A guarantee for a minimum period of **twelve months** for providing the services by firm is to be clearly endorsed on the firm's quotes.

(iv) If the firm is breach of any or all terms, of the customer may, during the validity of agreement, terminate the contract notwithstanding anything to the provision contained in the contract. The proportionate amount for the remaining outsourcing period shall be recovered from the balance amount/future payment.

(v) The firm is not to hire any worker/supervisor of COMCEN (PBR) or other Govt. departments to assist them in the execution of the work.

(vii) This unit reserves the right to accept or reject any or all quotations without assigning any reasons.

25. **Pre-Dispatch Inspection** -NA

26. **Joint Receipt Inspection**: NA

27. **Franking clause** – The following Franking clause will form part of the contract placed on successful Bidder –

(a) **Franking Clause in the case of Acceptance of Service** "The fact that the services provided have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The services are being accepted without prejudice to the rights of the Buyer under the terms and conditions of the contract".

(b). **Franking Clause in the case of Rejection of Services** "The fact that the services provided have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The services are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract."

28. **Claims**: The following Claims clause will form part of the contract placed on successful Bidder –

(a) The claims may be presented because of disruption of services by the bidder for more than 03 days and buyer reserve the right to hire the services from external source for the period of the absence and the amount charged will be deducted from the payment to the successful bidder.

29. **Warranty** –Twelve months from the date of completion of work.

30. **Product Support**: NA

31. **Annual Maintenance Contract (AMC) Clause** - NA

32. **Engineering Support Package (ESP) clause** - NA

33. **Price Variation (PV) Clause**: Price of contract will remain fixed and can't be changed during the tenure of the contract.

(for and on behalf of President of India)

(Signature of Vendor)

### ADDITIONAL TERMS AND CONDITIONS OF CONTRACT

1. The rate should be for the mentioned items
2. **Failure of service**:-In case of failure of the contractor to carry out the contractual obligation, the following will be resorted to by the contractor operating authority.
  - (a) **Risk Purchase**: - In case of contractor fail to provide services on any day the operating authority can hire services from any other sources at the prevailing market rates at the risk and expense of the contractor.
  - (b) **Premature Termination of contractor**:- The contractor is liable to be terminated prematurely on the following grounds:-
    - (i) Frequent absence, and undisciplined staff delays in work or associated problem which affect the user will lead to premature termination of the contract.
3. In case of premature termination of contract by the contractor the concern service will be hired from the local market at the prevailing rates at the risk & expense of the contractor till the time a fresh contract is concluded.
4. The contractor will obtain and submit a valid central services tax No. to the contract concluding authority prior to commencement of the contract. He should have a regular premises, telephone and establishment.
5. **Submission of Security Deposit**. A Security Deposit amounting @ 10% of the value of the contract is to be deposited in the form of Bank FDR in favour of JCDA & IFA (ANC), Port Blair on award of contract. Security deposit will be returned on the termination of the contract, without interest. The FDR should have a validity period upto 14 months.
6. **Commercial Aspects**. The firm will abide by all rules & regulations of government while providing services. There will be no obligations towards workers of the contractor.
7. **Taxes & Levies**. Details of taxes and levies, if any, are to be indicated separately. Exemption certificate for taxes and levies will be provided if specified and applicable. All payment will be made by JCDA through e Payment.
8. Your quotation should be inclusive of all taxes, levies, dues and overheads. No additional payments over and above accepted quotation will be made.
9. **The Proposal may be cancelled by Officer-in-Charge, COMCEN (PBR) at any stage due to Administrative reasons.**
10. Detailed instructions will be issued to the contractor or firms at the time of issue of tenders. Further details can be obtained from Admin office/Store section between 1030 hrs to 1130 hrs on any working day (Telephone No. 03192- 248206)

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11. The firm/agency will indemnify the **Officer-in-Charge COMCEN (PBR)** from all claims pertaining to:-

(a) Death or injury caused to any person whether due to neglect of the hired personnel due to any reason. **Officer-in-Charge COMCEN (PBR)** shall not be required to refund any claim brought under the workman consideration Act 1923 or for dues under the payment of wages Act 1936 or under the Act of the land. The agency will undertake to indemnify the **Officer-in-Charge, COMCEN (PBR)** against all expenses that may be incurred as result of non-compliance of the contract by the agency due to any reasons except: -

- (i) Due to any lapse or default on the part of the other.
- (ii) Due to the act of God.
- (iii) Due to any circumstances beyond the control of firm/agency.

(b) Death or injury caused to any person other than person hired for services (including transport driver) whether due to neglect of the hired personnel or due to any other reason.

12. In case of dispute/in the event of dispute arising out of the contract, the decision of the Headquarters, Andaman & Nicobar Command will be final and binding.

#### **PART V – EVALUATION CRITERIA & PRICE BID ISSUES**

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

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

(b) 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.

(c) The Lowest Bid will be decided upon the total price quoted by the particular Bidder. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The lowest total cost to the Buyer would be the deciding factor for ranking of Bids.

(for and on behalf of President of India)

(Signature of Vendor)



2. **Bidding format:** The pricing bid format is given below; bidders are required to fill this up correctly with full details:

<u>Sl. No</u>	<u>Description</u>	<u>Deno</u>	<u>Qty</u>	<u>Rate per Unit (INR)</u>	<u>GST %</u>	<u>Amount (INR)</u>	<u>Total Amount</u>
<b>(1) Cost of Items:-</b>							
<b>(2) Cost of Services:-</b>							
<b>Total Amount (Including GST)</b>							
				(Rupees	Only)		

  
 (Satender Singh)  
 Commander  
 Officer-in-Charge

(for and on behalf of President of India)

(Signature of Vendor)