

REQUEST FOR PROPOSAL (RFP)-RE-BIDDING

FOR SELECTION OF AN AGENCY FOR PROVIDING MANPOWER SERVICES

RFP Reference No. NCSCM/2022-PROC/MPS

**National Centre for Sustainable Coastal Management (NCSCM)
(Ministry of Environment, Forest and Climate Change, Govt. of India)
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1. Notice Inviting Proposal

- 1.1 Proposals are invited from eligible INDIAN Bidders (Firms/ Agencies) interested to provide "Manpower Services" to National Centre for Sustainable Coastal Management (NCSCM) in its office at Anna University Campus, Chennai on outsourcing basis as per a service contract with specific terms and conditions.
- 1.2 The contract shall be for a period of **three years**, which may be renewed for another one year or more at the same rate of service charge, subject to satisfactory performance of the Agency and with the mutual consent of both the parties. The contract may however be terminated at any time during the contract period with two months' notice by either party.
- 1.3 Interested Bidders can download the RFP document containing detailed terms and conditions, scope and eligibility criteria from the official website: **www.ncscm.res.in**.
- 1.4 The proposals (both technical and financial) from the eligible bidders must reach the Office of the NCSCM within due date and time i.e. **04.10.2022 at 11 A.M.** in the prescribed format and manner. Proposals received after due date and time shall be rejected.

1.5 Key Information:

Sl. No.	Particulars	Information
1.	Start Date of availability of RFP document in the official website	20.09.2022
2.	Date & Time of Pre-Bid Meeting	28.09.2022 at 11.30 A.M.
3.	Venue of Pre-Bid Meeting	Conference Room, B2, NCSCM, Anna University Campus, Chennai
4.	Last date and time for receipt of RFP	04.10.2022 at 11 A.M.
5.	Date and time for opening of Technical Proposal	04.10.2022 at 11.30 A.M.
6.	Address for submission of RFP	Director, National Centre for Sustainable Coastal Management, MoEF&CC, Gol, Anna University Campus, Chennai-25

Note: In case the date of Pre-Bid Meeting or/ and last date for receipt of RFP happens to be a holiday for NCSCM for any reason, the activity will be held on the immediate next working day at the same time & place.


19/9/2022

Director
NCSCM, Chennai



2. Terms of Reference (TOR)

2.1 Eligibility Criteria

The interested Bidders shall have to comply with the following criteria to participate in the tendering process -

- a) Must have either its registered office or operating office in Chennai.
(Self-attested copy of documentary evidence like Certificate of Incorporation, GST Registration Certificate, etc. to be furnished along with the technical proposal.)
- b) Must have valid registration under Shops & Establishment Act or other relevant Act/ Rules, Labour Law, Income Tax, ESI, EPF, GST, etc.
(Self-attested copies of such Registration Certificates to be furnished along with the technical proposal.)
- c) Must have minimum three years of experience (as on 31st March, 2022) in providing Manpower Services on outsourcing basis to any Central/ State Government/ PSU, out of which, at least one year must be in Chennai.
(Self-attested copies of the Service Contracts/ Agreements/ Work Orders/ Completion Certificates/ Performance Certificates from the Employers to be furnished along with the technical proposal.)
- d) Must have provided Manpower Services to any Central/ State Government/ PSU successfully (uninterrupted/ continuous) for a period of minimum 12 months during the last 3 years i.e. from 1st October, 2019 to 30th September, 2022.
(Self-attested copies of the Service Contracts/ Agreements/ Work Orders/ Completion Certificates/ Performance Certificates from the Employers to be furnished along with the technical proposal.)
- e) Must have successfully executed/ completed Manpower Services over the period from 1st October, 2019 to 30th September, 2022 -

one similar work of at least Rs.10 Lakh

or

two similar works of at least Rs.6 Lakh each

or

three similar works of at least Rs.5 Lakh each

(Self-attested copies of the Service Contracts/ Agreements/ Work Orders/ Completion Certificates/ Performance Certificates from the Employers to be furnished along with the technical proposal.)

- f) Must have a minimum Average Annual Turnover of Rs.10 Lakh during the last 3 years i.e. 2018-19 to 2020-21.

(Self-attested copies of Audited Profit & Loss Accounts and Balance Sheets/ Turnover Certificate from a Chartered Accountant as in Annexure 3 to be furnished along with the technical proposal. Provisional Profit & Loss Accounts and Balance Sheets shall not be considered.)

The start-ups are exempted from the criteria mentioned in (c), (d), € & (f) above. For such exemption, the bidders should enclose a self-attested copy of such registration certificate along with the technical proposals.

2.2 Scope of Work

The Agency shall be responsible for the following works, the scope of which are given below –

The following Personnel shall be provided by the Agency –

Sl. No.	Category	No.	Qualification & Experience
1.	Clerk	1	<p>Age Limit: Minimum 25 years & Maximum 50 years as on 30.09.2022 Educational Qualification: Minimum Graduate Desirable Qualification: Diploma/ Certificate in Office Management/ Computer Applications Typing Speed: 40 w.p.m. in English Computer Knowledge: Proficiency in MS Office Applications such as Word, Excel & Power-Point and Internet Browsing. The candidate is expected to be well conversant with the day to day functioning of an office and must be having capacity to analyze and make written notes, communicate in Hindi/ English/ Local Language. Experience: Minimum 3 years in similar work Working Hours: 8 hours (excluding break timing) from Monday to Saturday. Category: Skilled</p>
2.	Office Attendant	1	<p>Age Limit: Minimum 25 years & Maximum 50 years as on 30.09.2022 Educational Qualification: Minimum 10th Standard Pass Experience: Minimum 3 years in similar work Working Hours: 8 hours (excluding break timing) from Monday to Saturday. Other, if any: Must have a valid two-wheeler Driving</p>

			License Category: Semi-Skilled
3.	Driver	1	Age Limit: Minimum 25 years & Maximum 50 years as on 30.09.2022 Educational Qualification: Minimum 10 th Standard Pass Experience: Minimum 3 years in similar work Working Hours: 8 hours (excluding break timing) from Monday to Saturday. Other, if any: Must have a valid LMV Driving License Category: Skilled

The Clerk shall be responsible for the following tasks –

- a) To take dictations
- b) To enter day to day data to update records
- c) Typing Official Letters and other documents
- d) Handling existing Data and editing current information
- e) To keep Office Records up to date
- f) Handling inward and outward dispatch of mails and courier
- g) Handling the fax, Internet and e-mail message.
- h) To take back up of Data at regular intervals and storage of Data
- i) To take printouts as required
- j) Movement and maintenance of files
- k) Delivering and filing of papers
- l) Operation of various office equipments like photocopier, fax, telephone, printer, EPABX, etc.
- m) Inventory control of office stationeries
- n) Keeping records of office assets, staff records, etc.
- o) Making Travel arrangements, Ticket booking, Hotel Reservations. Attending phone calls, Fixing appointments & meetings
- p) To provide a variety of secretarial and administrative support
- q) Front office management
- r) Performing special assignments as instructed from time to time

The Office Attendant shall be responsible for the following tasks –

- a) Opening and closing of Office Rooms
- b) Maintenance of Stationery
- c) Arranging refreshment / water, etc.
- d) Preparing tea/coffee and cleaning of cups, plates, glasses etc.
- e) Delivery of local letters as and when required.
- f) Distribution of office dak & files of general nature among the Officers.
- g) Shifting of office equipments, as and when required.
- h) Performing other related tasks as and when required.

The Driver shall be responsible for the following tasks –

- a) Driving of light motor vehicles
- b) Transporting men & materials locally and all over India
- c) Cleaning, maintenance & upkeep of vehicles in good condition at all times
- d) Monitoring the vehicle insurance
- e) Maintenance of Vehicle Log Books
- f) Ensure necessary fuel availability in all the office vehicles at all times
- g) Any other work as assigned by the Officer in Charge, NCSCM from time to time

Note:

CV of each Personnel proposed along with the following documents are to be submitted by the Agencies -

- Educational Certificates
- Training Certificate, if any
- Previous work experience

2.3 Responsibilities of the Service Provider

Followings are the responsibilities of the Agency (Service Provider) –

A. Clerk

- a) The Agency shall ensure proper conduct of the deployed staff in office premises and enforce prohibition of consumption of alcoholic drinks, betel, smoking, loitering without work, etc.
- b) In case the person deployed remains absent on a particular day or comes late/ leaves early on three occasions, proportionate deduction from the remuneration for one day will be made. In such case, the Agency has to provide a substitute.
- c) The Agency shall be responsible for contributions towards Provident Fund, Employees State Insurance, etc., wherever applicable.
- d) The personnel deployed should be polite, cordial and efficient while on duty and their actions should promote goodwill and uphold the image of NCSCM. The Agency shall be responsible for any act of indiscipline on the part of the persons deployed.

B. Office Attendant

- a) The Agency shall ensure proper conduct of the deployed staff in office premises and enforce prohibition of consumption of alcoholic drinks, betel, smoking, loitering without work, etc. The persons deployed should come in uniforms as approved by NCSCM.
- b) In case the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made. In such case, the Agency has to provide a substitute.
- c) The Agency shall be responsible for contributions towards Provident Fund, Employees State Insurance, etc., wherever applicable.
- d) The personnel deployed should be polite, cordial and efficient while on duty and their actions should promote goodwill and uphold the image of

NCSCM. The Agency shall be responsible for any act of indiscipline on the part of the persons deployed.

C. Driver

- a) The Agency shall ensure proper conduct of the deployed staff in office premises and enforce prohibition of consumption of alcoholic drinks, betel, smoking, loitering without work, etc.
- b) In case the person deployed remains absent on a particular day or comes late/ leaves early on three occasions, proportionate deduction from the remuneration for one day will be made. In such case, the Agency has to provide a substitute.
- c) The Agency shall be responsible for contributions towards Provident Fund, Employees State Insurance, etc., wherever applicable.
- d) The personnel deployed should be polite, cordial and efficient while on duty and their actions should promote goodwill and uphold the image of NCSCM. The Agency shall be responsible for any act of indiscipline on the part of the persons deployed.

The selected agency shall provide a pool of personnel for each of the above categories, out of which, NCSCM will select the required numbers on the basis of interview or any other selection process deemed for the category.

2.4 Responsibilities of NCSCM:

- a) Co-operate the deployed staff for smooth conduct of the assignments by the agency.
- b) Directly supervise the cleaning staff while carrying out cleaning in critical/ sensitive areas like computer room, office room, etc. to avoid unwanted situations including damages, interruption, accident, etc.
- c) Develop log book, control sheet, checklist for documentation, regular monitoring & quality assurance, review & approval of Standard Operating Procedures (SoP) submitted by the agency.
- d) Authorized Persons of NCSCM shall monitor the work of the agency at regular intervals.

The numbers of personnel indicated under all the above categories are approximate in nature, which may vary at the time of issue of Work Order or any time during the contract period. The Agency will be paid for the extra persons deployed as required & requested by NCSCM at

the rates quoted against the categories of persons in the Financial Proposal at Annexure 2.

2.5 EMD and Performance Security

- a) The bidders shall submit along with the Technical Proposals, a Bid securing Declaration as at **Annexure 4**.
- b) Performance Security shall be 3% of the annual contract value. The successful bidder shall deposit the Performance Security in the form of Demand Draft (DD)/ Pay Order (PO)/ Fixed Deposit Receipt (FDR) from any scheduled commercial bank of India **in favour of National Centre for Sustainable Coastal Management, payable at Chennai** within 10 days of notification of award. The bidders can also submit the Performance Security in shape of Bank Guarantee (BG) from any scheduled commercial bank of India in the format prescribed in **Annexure 5**. The BG so submitted shall remain valid at least for a period of 60 days beyond the contractual period.
- c) Performance Security of the successful bidder shall be returned within 60 days of successful completion of the contract period.

2.6 Payment & Price Validity

- a) The Agency shall be paid on monthly basis as per the contracted rate. The price shall be all-inclusive including the cost of manpower and management.
- b) While the bill for 1st month shall be paid after submission of bill for the month, payment from the 2nd month onwards shall be made subject to production of documentary evidence of having made all statutory payments such as minimum wages, EPF, ESI, etc. for the previous month. **All disbursements to the manpower deployed shall be made only through direct bank credit by opening a Bank Account.**
- c) The Service Charge as quoted by the Agency (as per **Annexure 2**) shall remain unchanged during the contract period.
- d) GST, if any, shall be paid at the applicable rate.

2.7 Period of Engagement

- a) The engagement shall be for a period of **three years** from the date of actual operation (beginning of service) or signing of contract, whichever is later.
- b) The contract may be renewed for another one year or more at the same rate of service charge, subject to satisfactory performance of the Agency

and with the mutual consent of both the parties. The contract may however be terminated at any time during the contract period with two months' notice by either party.

- c) The agency shall sign the contract (Format given in **Annexure 6**) and start providing services (actual engagement of personnel) within 21 days of issue of Letter of Award/ Intimation as per the instructions provided below -.

Acceptance of Award and Submission of Performance Security	Issue of Work Order	Provide pool of personnel for selection	Deployment for work
Within 7 days from the issue of Letter of Award/ Intimation	Within 4 days from the acceptance of the award	Within 7 days from the submission of signed Work Order	Within 3 days from the receipt of pool of personnel for selection

2.8 Termination /Suspension of Agreement

- a) The contract can be terminated at any time prior to its completion by either Party with 2 months of notice period.
- b) NCSCM may, by a notice in writing suspend the agreement if the service provider fails to perform any of his obligations including carrying out the services, provided that such notice of suspension:
- (i) Shall specify the nature of failure, and
 - (ii) Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
- c) NCSCM after giving 30 days clear notice in writing expressing the intention of termination by stating the ground/grounds on the happening of any of the events (i) to (iv) below, may terminate the agreement after giving the service provider reasonable opportunity of being heard -
- (i) If the service provider does not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as NCSCM has subsequently approved in writing.
 - (ii) If the service provider becomes insolvent or bankrupt.
 - (iii) If, as a result of force majeure, the service provider is unable to perform a material portion of the services in a period of not less than 60 days: or

- (iv) If, in the judgment of NCSCM, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

3. Instructions to Bidders

3.1 Submission of the Proposal

The Proposal shall remain valid for a period not less than 90 days after the last date of submission of RFP.

3.2 Contents of the Proposal

- a) The technical proposal in addition to proof of eligibility shall contain:
 - 1. All the information, documents and clarifications as required under **Annexure 1 & ToR**.
 - 2. Bid Securing Declaration as in **Annexure 4**.
 - 3. Copy of the RFP Document signed on each & every page by the duly authorized Signatory.
 - 4. Authorization Certificate issued by the Agency for the Signatory signing the documents submitted to NCSCM for this Tender.
- b) The Financial Proposal shall be submitted in the format given in **Annexure 2**.

3.3 Evaluation and Selection

- a) The proposals shall be evaluated in two stages i.e. technical evaluation and financial evaluation.
- b) The Financial Proposals shall be opened of those bidders who will qualify in the technical evaluation.
- c) Financial proposals shall be opened in the presence of the technically qualified bidders' representatives, who choose to attend in person at the address given below –

National Centre for Sustainable Coastal Management
Anna University Campus,
Chennai-600025

Date of Opening of financial proposals shall be communicated to the technically qualified bidders.

- d) For financial evaluation, Service Charge (**Col.7 of Annexure 2: Financial Proposal**) shall be considered.

3.4 Award of Contract

- a) Contract shall be awarded to the bidder whose bid will be determined to be substantially responsive and who has offered the lowest Service Charge (in percentage).
- b) In case two or more technically qualified bidders quote the same lowest Service Charge (in percentage), the bidder (among the lowest bidders) with the higher average turnover during the last 3 years i.e. 2018-19 to 2020-21 shall be awarded the contract.
- c) Firms/ Agencies registered under SSI/ MSME are eligible for price preference of up to 15% over the non-MSE units as per directives of Ministry of Micro Small and Medium Enterprise. The bidder should enclose a copy of such registration under SSI/ MSME along with the proposal.
- d) Local Suppliers shall be given purchase preference up to 20% as per the "Public Procurement (Preference to Make in India) order 2017 of GOI, Dept of DIPP". The bidder should enclose a self-certification in this regard.
- e) In case of participation of both MSE and Local Suppliers, MSE bidder will be given preference to match with L1 bidder as per Public Procurement Policy for MSEs Order 2012. MSE Bidders will be evaluated with L1+15% bracket whereas Local Suppliers will be evaluated with L1+20% bracket as MSE doesn't fall under Public Procurement (Preference to Make in India) Order 2017 as per Public Procurement Policy for MSE Order 2012 and Public Procurement (Preference to Make in India) Order 2017 is not applicable for MSEs.
- f) Bidders declaring Local supplier/ MSE status to seek benefits of only one policy of the two. Bidders are not allowed to change their status from MSE to Local supplier & vice versa.
- g) NCSCM shall empanel the other responsive bidders who agree with the L1 rate upon request by NCSCM.
- h) In case the lowest (L1) bidder is disqualified after selection for any reason or does not sign the contract, then, L2 bidder (based on original ranking) shall be issued with the Letter of Award, subject to the condition that he has already been empanelled upon his acceptance of the L1 rate as mentioned at Point No. (d) above.
- i) In case this L2 bidder does not sign the contract, then, NCSCM may go to the next ranked bidder/ s if he/ they has/ have already been empanelled

upon his/ their acceptance of the L1 rate as mentioned at Point No. (d) above.

- j) However, the decision of the appropriate authority shall be final during the overall selection process.
- a) Any effort by a bidder to influence NCSCM in its decision on bid evaluation or placement of Work Order may result in rejection of the bidder's offer.
- b) Any legal dispute arising out of this is subject to Chennai jurisdiction only.

4. Special Conditions of Contract

- a) The deployed Staff must be skilled and competent with requisite physical fitness.
- b) The deployed Staff should carry out the works assigned to them with due sincerity, diligence, efficiency & punctuality.
- c) The personnel deployed by the Agency should not have any Police records/ criminal cases against them.
- d) NCSCM may advise the Agency to disengage any of its staff from service, with 24 hours of prior intimation, in case the management of NCSCM found any negligence on the part of that particular staff.
- e) The Agency shall be totally responsible for the conduct of the personnel engaged for the service and the management shall not be responsible for their conduct at any point of time.
- f) In case of any damage/ pilferage caused to the property of NCSCM due to mishandling, carelessness of the Agency or its personnel then the same shall be recovered from the Agency adjusting the amount against their monthly bill.
- g) The persons deployed shall, during the course of their work, may have access to classified documents, which they are not supposed to divulge to third parties. Any breach of this condition shall make the Agency as well as the person deployed shall be liable for penal action under the applicable laws besides, action for breach of contract.
- h) All the personnel engaged for the service shall be covered under insurance against any personal accident by the Agency and NCSCM shall not be liable for any payment on account of compensation. The Agency has to provide a copy of the insurance document within one month after deployment of manpower.
- i) The Agency shall maintain all statutory registers under the law and shall produce the same, on demand, to NCSCM or any other statutory authority.

- j) The Agency shall also be liable for depositing all taxes, levies, cess, etc. on account of service rendered to NCSCM with the concerned tax collection authorities, from time to time, as per the applicable rules and regulations. The Agency shall have the responsibility to furnish documentary evidence in support of the statutory compliance to NCSCM, as and when sought for.
- k) The Tax Deducted at Source (TDS) shall be done as per the provisions under Income Tax Act and NCSCM shall provide TDS certificate to the Agency.
- l) The Agency shall be solely responsible for compliance of all statutory provisions like payment of minimum wages to the personnel deployed, ESI, Insurance, EPF, etc. and NCSCM shall have no liability in this regard.
- m) NCSCM shall not be held responsible for any statutory non-compliance on the part of the Agency with respect to the Labour Laws including EPF, ESI, Workman Compensation, Insurance, Minimum Wages Act, Labour Safety, etc. or otherwise. And in no circumstances, NCSCM shall be made a party to it in case of any dispute arising out of such non-compliance.
- n) In case of non-performance, part performance or non-adherence of the statutory obligations due to negligence on part of the Agency, NCSCM shall debit the Agency the value proportionate to the extent of default/ non-compliance and may impose a penalty of equivalent value.
- o) NCSCM shall not be responsible for any financial loss or any injury to any person deployed by the Agency in the course of their performing the functions/duties, or for payment towards any compensation.
- p) The persons deployed by the Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed/ contractual employees of NCSCM during the currency or after expiry of the Contract. **It is to be explicitly understood that the manpower deployed by the Agency shall remain as manpower of the Agency and NCSCM shall have no liability whatsoever for the manpower so engaged.**
- q) In case of termination of this Contract on its expiry or otherwise, the persons deployed by the Agency shall not be entitled to and will have no claim for any absorption in the regular/ otherwise capacity in NCSCM. **It is to be explicitly understood that the manpower deployed by the Agency shall remain as manpower of the Agency and NCSCM shall have no liability whatsoever for the manpower so engaged.**
- r) The persons deployed by the Agency shall not claim any benefit/ compensation/ absorption/ regularization of services with Office under the provision of Industrial

Disputes Act., 1947 Or Contract Labour (Regulation & Abolition) Act, 1970 or any other Act/ Rules. **It is to be explicitly understood that the manpower deployed by the Agency shall remain as manpower of the Agency and NCSCM shall have no liability whatsoever for the manpower so engaged.**

- s) The transportation, food, medical and other statutory requirements in respect of each personnel deployed shall be the responsibility of the Agency, not of NCSCM.
- t) The Agency shall provide a suitable substitute well in advance if there is any probability of the person leaving the job due to his/ her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Agency.
- u) The Agency shall intimate NCSCM the name, residential address, age, etc. of each of the persons deployed by him and provide a copy of a valid Government issued ID card for each person as a proof
- v) The personnel of the Agency shall be subject to security check and restrictions imposed from time to time by NCSCM.
- w) The Agency shall under no circumstances engage any child or any person below the age of 18 for the performance of the work under this contract.
- x) Manager [Admin/HR] of NCSCM or any other Officer nominated by NCSCM from time to time will be the Officer in Charge (O-I-C) of NCSCM to oversee the entire operation of the Agency. The Agency shall execute the whole and every part of the work in accordance with the direction & supervision of the O-I-C and in conformity with the terms & conditions of the contract.
- y) The Agency shall not assign or subcontract the work in whole or in part to anybody else.
- z) The Agency has to submit a detailed report to the O-I-C on the method of operation for each maintenance work.
- aa) Safety of the manpower deployed shall be taken care of by the Agency and necessary safety tools & gadgets shall be provided by the Agency. The Agency shall also adhere to the safety procedures while on duty.
- bb) The Agency shall maintain Attendance Registers for all the services deployed at NCSCM and submit the same to the O-I-C everyday for verification. In addition, the Agency is also required to register the manpower deployed in the Biometric Attendance System maintained at NCSCM.
- cc) The deployed staff shall be provided places for taking their lunch during lunch break. No refreshment shall be provided by NCSCM.

- dd) The deployed shall not accept any job directly from any of the NCSCM staff. They will strictly follow the instructions of the O-I-C.
- ee) The Agency shall make necessary arrangements for first-aid facilities to its staff deployed at NCSCM. The Agency shall also make necessary arrangements for the transportation of the deployed staff to the hospital during emergencies.
- ff) It shall be the sole responsibility of the Agency to prevent theft or damage to the life, property and/ or assets (both movable & immovable) of NCSCM by the staff deployed by the Agency. If there is any loss, to NCSCM or to a particular person, on account of dishonesty, inconvenience and/ or due to any such cause attributable to such deployed staff, the Agency shall make good the loss to NCSCM or to the concerned person

5. Penalty Clauses

5.1 In case the service provider fails to commence/ execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract, NCSCM reserves the right to impose the penalty as detailed below:

- a) 2% of cost of order/ agreement per week, up to 2 weeks delay.
- b) After 2 weeks delay, NCSCM reserves the right to cancel the contract, withhold the agreement and get this job be carried out from the L2 bidder (based on original ranking), subject to the condition that he has already been empanelled upon his acceptance of the L1 rate as mentioned at Point No. 3.4 (d) of this RFP document.
- c) In case this L2 bidder does not sign the contract, then, NCSCM may go to the next ranked bidder/ s if he/ they has/ have already been empanelled upon his/ their acceptance of the L1 rate as mentioned at Point No. 3.4 (d) of this RFP document.
- d) If the next ranked bidder/ s does/ do not accept/ fails to commence/ execute the work as stipulated in the agreement, then NCSCM reserves the right to cancel the contract, withhold the agreement and get this job to be carried out from contractor (s) from open market at the competitive rates.
- e) The defaulting service provider/ bidder (s) may be blacklisted for a period of 2 years and the differential amount, if any, shall be recovered from the service provider/ bidder (s) by forfeiting the Performance Security/ EMD deposited by the service provider/ bidder (s). The defaulting bidder for the purpose of this clause does not include a bidder who has not accepted the L1 rate. However, the decision of the appropriate authority shall be final during the overall process.

5.2 Any time within 6 months from the start of the contract, if the service provider fails to execute the work or abide by the terms and conditions stipulated in the contract/ agreement, NCSCM shall follow the same principles mentioned at 5.1 (b), (c), (d) & (e) above. However, the decision of the appropriate authority shall be final during the overall process.

5.3 For any breach of contract, NCSCM shall impose a penalty @Rs.500/- per day on the first occasion upon the agency in the event of breach, violation or contravention of any of the terms and conditions contained herein brought to the notice of NCSCM in addition to the expenditures incurred by NCSCM for getting the work done through some alternative arrangements.

5.4 If the lapse is repeated, the extent of penalty will be doubled on each such occasion. Some of the instances in which penalty would be imposed are enumerated below, but these are not exhaustive and penalty may be imposed on any violation/ breach or contravention of any of the terms and conditions as well as assigned duties and responsibilities -

a) If the personnel working are not found in proper uniform and not carrying their photo identity cards.

b) If the personnel working are found indulging in smoking/ drinking/ sleeping during duty hours.

c) If the behavior of the deployed personnel (s) are found to be discourteous to any official of NCSCM.

d) If any person is found performing duty by submitting a fake name and address.

e) If any person is found on duty other than that mentioned in the approved list provided by the Agency to NCSCM.

5.5 In case of any loss/ theft of NCSCM's property or property of the employees/ staff of NCSCM (Direct and Indirect) or stains on the floor/ wall, NCSCM will consider the circumstances and if the responsibility is fixed on the Agency, NCSCM will make good the losses by deducting the cost of loss from the Performance Security Deposit of the Agency or next month's bill of the Agency in one or more installments.

5.6 If the Agency could not provide the required services as per the terms of the contract, Liquidated Damage @0.5% of annual value of the contract will be deducted for every day of deficiency in performance subject to a maximum of 10% of the annual value of the contract. This will be in addition to the recoveries for non-performance of contract term as stipulated in Clause No.5.1, 5.2, 5.3 & 5.4.

6. Dispute Resolution Mechanism

- a) All claims, disputes and other matters in question arising out of or related to this contract, which cannot be resolved amicably, shall be submitted to final and binding arbitration.
- b) The arbitration will be conducted and administered in accordance with the Indian Arbitration and Conciliation Act, 1996 and 2015 amendments. The arbitral tribunal shall comprise of 1 (- sole) arbitrator mutually agreed by NCSCM and the Agency and appointed by NCSCM.
- c) All arbitration proceedings shall be conducted in English language and the place of arbitration shall be Chennai. The arbitral tribunal shall decide any dispute or claim referred before it strictly in accordance with the governing law (which shall be Indian Law). The arbitral award rendered by the arbitral tribunal shall be in writing and shall set forth in reasonable details the facts of the disputes and the reasons for the arbitrators' decision.

7. Governing Law

This RFP shall be governed by and interpreted in accordance with the laws in force in India.

8. Force Majeure

Neither NCSCM nor the Agency shall be considered in default in performance if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of any Government action or of any act of God or of any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected.

ANNEXURE 1: Profile of the Bidder
(To be furnished along with the Technical Proposal: Cover “A”)

Sl. No.	Particulars	Details
1.	Name and Address of the Bidder	
2.	Constitution and Date of Incorporation/ Registration (Self-attested copy of Certificate of Incorporation/ Registration to be furnished)	(NGO/ Partnership Firm/ Company/ Others) Date of Incorporation/ Registration
3.	Name, designation, contact no. and address of the contact person/ local representative	
4.	Years of experience in providing Manpower Services to any Central/ State Government/ PSU along with the list of clients to whom such services have been provided during the period from 1 st October, 2019 to 30 th September, 2022 (Self-attested copies of the Service Contracts/ Agreements/ Work Orders/ Completion Certificates/ Performance Certificates from the Employers to be furnished)	<ol style="list-style-type: none"> 1. Name of Client 2. Date of Contract 3. Duration of Engagement 4. Contract Value 5. Contact Status (Completed/ Ongoing)
5.	Registration/ empanelment details with different authorities	<p>(i) Authority (s):</p> <p>(ii) Date (s) of Registration:</p>
6.	Financial position for last three financial years i.e. 2018-19, 2019-20 & 2020-21	Self-Attested copies of Audited Profit & Loss Accounts and Balance Sheets to be furnished. Provisional Profit & Loss Accounts and Balance Sheets shall not be considered.

Note:

(i) Information to be furnished in separate sheet wherever necessary.

(ii) In case of documents, they must be self attested photocopies.

Date:

Place:

Authorized Signatory

ANNEXURE 2: FINANCIAL PROPOSAL

Name and Address of the Bidder:

Price Details:

Sl. No.	Manpower Type	Minimum Take-Home Remuneration	EPF	ESI	Other statutory dues (including Bonus), if any	Service Charge (%)	GST (%)	Remarks
1	2	3	4	5	6	7	8	9
1.	Clerk	As per Minimum Wage Notification of Govt. of India	As Applicable	As Applicable	As Applicable			
2.	Office Attendant							
3.	Driver							

Note:

1. Minimum Wages under different categories as per Govt. of India Notification shall be considered. However, if the Minimum Wages vary with those as per State Government or District Collectorates, the highest Minimum Wages among the different Authorities shall be considered for each of the categories. Whenever the minimum wages get revised, the revised rates shall be applied under this contract from the effective dates as per the Notifications.
2. Pl. mention the % of GST as applicable and on which charges it is applicable. However, rate of GST is subject to change and shall be paid as per the prevalent rate at the time of payment.

Date:

Place:

Authorized Signatory

(Signature and seal of the authorized signatory)

ANNEXURE 3: TURNOVER CERTIFICATE

I hereby certify that M/s. _____ (Name & address _____) is having the following annual turnover and the statement is true and correct -

Sl. No.	Financial Year	Turnover
1.	2018-19	₹ (Rupees) only
2.	2019-20	₹ (Rupees) only
3.	2020-21	₹ (Rupees) only

Signature of the Bidder:

Date:

Signature of Auditor/ Chartered Accountant

Membership No.:

Seal:

ANNEXURE 4: BID SECURING DECLARATION

[Ref. Para 2.5 (a)]

Beneficiary: NCSCM, Chennai

Date: *[insert date]*

We *[insert name of the Bidder]* (hereinafter called "the Bidder") have submitted to you our bid dated *[insert date]* (hereinafter called "the Bid") for the execution of *[insert name of Contract]*.

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

We hereby submit this Bid Securing Declaration accepting that we will be suspended for a period of 3 years from the date of notification of such suspension to submit any bid to provide Manpower Services to NCSCM, Chennai, if we -

- (a) withdraw or modify our bid during the period of bid validity; or
- (b) if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the Notification of Award.

[Signature of the Bidder]

**ANNEXURE 5: FORMAT FOR BANK GUARANTEE
FOR PERFORMANCE SECURITY
[Ref. Para 2.5 (b)]**

To

The Director
National Centre for Sustainable Coastal Management (NCSCM),
Anna University Campus,
Chennai-600025

WHEREAS..... (name and address of the Service Provider) (here in after called "the Service Provider") has undertaken, in pursuance of contact no.....dated..... to provide **Manpower Services** (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the Service Provider shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligation in accordance with the contract.

AND WHEREAS we have agreed to give the Service Provider such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be Performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until theday of20.....

We theBranch..... undertake not to revoke the guarantee during its currency expect with the previous consent of the NATIONAL CENTRE FOR SUSTAINABLE COASTAL MANAGEMENT (NCSCM), Chennai in writing.

WeBranch..... further agree that a mere demand by NATIONAL CENTRE FOR SUSTAINABLE COASTAL MANAGEMENT (NCSCM), Chennai is sufficient for us Branch at Chennai to pay the amount covered by the Bank Guarantee without reference to the said Agency and protest by said Agency cannot to valid ground for us Branch to decline payment to NATIONAL CENTRE FOR SUSTAINABLE COASTAL MANAGEMENT (NCSCM), Chennai.

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer
.....

.....
Seal, name & address of the Banks and address of the Branch

ANNEXURE 6: FORMAT FOR AGREEMENT

1. An agreement made this.....day of , 2022 BETWEEN **National Centre for Sustainable Coastal Management (NCSCM)**, Anna University Campus, Chennai-600025 (hereinafter called "**1st Party**") of the one part AND **<insert name and address of the service provider>** (hereinafter called "**2nd Party**", which expression shall, where the context so admits, be deemed to include his heirs/ successors/ executors/ administrators) of the other part.
2. Whereas the 2nd Party has been selected by NCSCM through an open tender issued vide Reference No.....dated xx.09.2022 and accordingly the letter of award was issued vide No..... dated..... inviting to execute the contract.
3. And whereas the 2nd Party agreed to provide facility management services in the registered office premises of NCSCM at Chennai, as per the provisions in the RFP document.
4. And whereas the 2nd Party has deposited the performance security of Rs..... (Rupees) only vide Demand Draft/ Pay Order No. dt.
5. **The contract will come into force w.e.f. xx.xx.xxxx.**
6. The contract is for a period of **three years**.
7. The contract may be renewed for another one year or more at the same rate of service charge, subject to satisfactory performance of the Agency and with the mutual consent of both the parties. The contract may however be terminated at any time during the contract period with two months' notice by either party.

NOW THESE PRESENT WITNESSES AS FOLLOWS:

8. The following documents shall be deemed to form and be read and constructed as integral part of this Agreement, viz.:
 - a) RFP Terms of Reference;
 - b) Submissions and Declaration as part of the Proposal submitted;
 - c) Notification of Award issued by the Authority;
 - d) Special Conditions of Contract
9. In consideration of the payments to be made by the 1st Party to the 2nd Party, the 2nd Party hereby covenants with the 1st Party to provide the agreed Services in all respects as per the provisions of this Contract.
10. The 1st Party hereby covenants to pay the 2nd Party in consideration of the provision of the agreed facility management services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.

11. The description of the services to be rendered by the 2nd Party under this contract and their prices as offered by the 2nd Party and accepted by the 1st Party are as under:

<Insert the price bid submitted by the Agency>

12. Price

- 12.1 The quoted Service Charge shall remain unchanged during the contract period.
- 12.2 GST shall be paid on the monthly fees/ charges at the rate as applicable.

13. Payment

- 13.1 The payment shall be made to the 2nd Party on monthly basis.
- 13.2 While the bill for 1st month shall be paid after submission of bill for the month, payment from the 2nd month onwards shall be made subject to production of documentary evidence of having made all statutory payments such as EPF, ESI, etc. for the previous month.
- 13.3 In case of any deficiency in performance or non-supply of agreed manpower, deduction shall be made proportionately from the monthly fees.
- 13.4 The 2nd Party shall submit the monthly bill within 1st week of the following month.

14. Dispute Resolution Mechanism

- 14.1 All claims, disputes and other matters in question arising out of or related to this contract, which cannot be resolved amicably, shall be submitted to final and binding arbitration.
- 14.2 The arbitration will be conducted and administered in accordance with the Indian Arbitration and Conciliation Act, 1996 and 2015 amendments. The arbitral tribunal shall comprise of 1 (sole) arbitrator mutually agreed by NCSCM and the Agency and appointed by NCSCM.
- 14.3 All arbitration proceedings shall be conducted in English language and the place of arbitration shall be Chennai. The arbitral tribunal shall decide any dispute or claim referred before it strictly in accordance with the governing law (which shall be Indian Law). The arbitral award rendered by the arbitral tribunal shall be in writing and shall set forth in reasonable details the facts of the disputes and the reasons for the arbitrators' decision.

15. Governing Law

This RFP shall be governed by and interpreted in accordance with the laws in force in India.

16. Force Majeure

Neither NCSCM nor the Agency shall be considered in default in performance if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of any Government action or of any act of God or of any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected.

17. General

17.1 In the event any of the terms stated herein is contrary to any previous understandings, commitments or agreements whether written or oral between the parties, the terms of this agreement shall prevail.

17.2 Nothing in this agreement confers or purports to confer on any third party any benefit or right to enforce any term of this agreement.

17.3 The Service Provider’s relationship with the Client is that of an independent Service Provider and nothing in this agreement is intended to or should be construed to create a partnership, agency, joint venture or employment relationship. The Service Provider will not be entitled to any of the benefits which the Client may make available to its employees.

For and on behalf of the Agency

For and on behalf of NCSCM, Chennai

Authorized Signatory

<Authorized Signatory>

<Name and Address of the Agency>

Date:

Date:

1.Witness

1. Witness

2.Witness

2. Witness

