

SECTION 5: FINANCIAL BID

The Ministry shall open the financial bids of only those bidders who have been declared technically qualified by the Tender Evaluation Committee. The bidder must submit their financial bid in the prescribed format (BOQ.XXXX File) and no other format is acceptable. Bidders are required to download the BOQ File, open it and complete the unprotected cells with their respective financial quotes [the rate per unit for each item in both figures and words (with VAT)] and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected. The bidders are strictly advised to refrain from quoting unrealistic prices, at which they may not be able to provide services later.

The table below given is only for reference purpose. Financial Bid to be submitted online SEPARATELY in following format.

NAME OF THE WORK: PROVIDING HOUSEKEEPING SERVICES AT RPO, Visakhapatnam & PSLK Bhimavaram/ MINISTRY OF EXTERNAL AFFAIRS.

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the <u>scanned</u> copy of duly filled in BOQ should be uploaded in *.pdf format after filling the relevant columns, else the bid is liable to be rejected. Bidders are allowed to enter the Bidder Name and Values only)			
Name of the firm:			
SL No	Particulars	Monthly Rate for one staff	Monthly Amount for total staff
		Visakhapatnam Bhimavaram	Visakhapatnam Bhimavaram

Statutory components for Skilled/Semi-skilled/ Unskilled (strikeout whichever is not applicable)

1	Wages		
2	ESI		
3	EPF		
4	Bonus		
5	Total of above (A)		
Other Component			
6	Uniform/other charges		
7	Material Cost		
8	Sundry/Overheads		
9	Management/Agency Fee		
10	Any Other Charges		
11	Total of above (B)		
12	Total of A & B = C		
13	Service Tax on C		

Wages should not be less than the minimum wages prescribed under the notification issued by the respective State Governments. Rates should be quoted per person per month inclusive of all statutory requirements as per the Minimum Wages Act of 1948. Revision of minimum wages as per Local State Government shall be incorporated in the rates as and when applicable.

i) Management/Agency fee must be quoted in amount only and not in percentage. The bids having fee quoted in percentage or having "NIL" Management/agency fee shall be treated as unresponsive and will not be considered.

ii) All Material/Goods/Machinery & Equipment required for keeping the premises spick and span shall be the responsibility of the bidder and their costs shall include the Price Bid.

iii) Payment will be made after deducting the applicable TDS.

Signature of the authorized signatory of the Tenderer with Seal of the firm/company

Name: _____

Mob No. _____ Date: _____

- Both technical and financial bid are to be submitted concurrently duly digitally signed on the Central Public Procurement Portal.
- The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective bidder.
- Prospective bidders are accordingly advised to go through the instructions provided at Central Public Procurement Portal.

SECTION 6: GENERAL TERMS & CONDITIONS

NOTE: Applicants/bidder should read these conditions carefully and comply strictly while submitting the Proposals

1. **Refund of EMD:** The EMD of unsuccessful bidder shall be refunded before 30th day of acceptance of the bid of the successful bidder. Successful bidder will have to execute an agreement with RPO, Visakhapatnam./MEA on a Non-judicial stamp paper of Rs. 100/-.

2. **Penalty Clause:**

a. Refusal or inability or delay by the successful bidder to provide services as per scope of work at the contracted rate may result in termination of the contract and forfeiting of performance guarantee as well as disqualification of the bidder from participating in future tenders.

b. Penalty will be charged @ 0.5% per day subject to maximum of 5% of monthly contract value, in case the services are not provided as per the scope of the work or the number of workers on duty on a particular day are found to be less than has been agreed to be provided by the Service Provider. Further, there will be deduction of proportionate wages from the monthly bill if the number of employees falls short during the respective month.

3. **Termination:** The RPO, Visakhapatnam./MEA may terminate the Contract of the agency in case of the occurrence of any of the events specified below:

a. If the Agency becomes insolvent or goes into compulsory liquidation.

b. If the Agency, in the judgment of RPO, Visakhapatnam /MEA has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

c. If the Agency submits to the RPO, Visakhapatnam MEA a false statement which has a material effect on the rights, obligations or interests of the RPO, Visakhapatnam /MEA.

d. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the RPO, Visakhapatnam /MEA.

e. If the Agency fails to provide the quality services as envisaged under this contract. In such an occurrence the RPO, Visakhapatnam /MEA shall give a written prior notice of 15 days to the agency before terminating the Contract.

4. **Performance Bank Guarantee (PBG)**

The Successful bidder has to deposit Performance Guarantee, which will be a sum equivalent to 10% of the annual contract value in favour of

“Regional Passport Officer, *Visakhapatnam* in the form of Fixed Deposit Receipt (FDR) / Demand Draft/Pay Order/Bank Guarantee from a Commercial Bank, before the commencement order is given and within 10 days of signing of the agreement. The FDR/ Bank Gurantee shall have the validity for a period of 60 days beyond the date of completion of contract. In

case, the contract is further extended beyond the initial period, the Performance Guarantee will have to be renewed accordingly.

The Performance Guarantee shall be refunded within 60 days of successful completion of the contract, provided there is no breach of contract. No interest shall be paid on the Performance Guarantee.

5. Forfeiture of PBG:

PBG in full or part may be forfeited in the following cases:

- a. When any terms and conditions of the Contract are breached.
- b. When the Agency fails to provide desired services satisfactorily.
- c. Notice of reasonable time will be given in case of forfeiture of PBG. The decision of *RPO, Visakhapatnam / MEA* in this regard shall be final.
- d. If the agency requires an extension of time in completion of contractual service on account of occurrence of any hindrance, it shall apply in writing to the authority, which has placed the Work order for the same, immediately on occurrence of the hindrance but not after the stipulated time. The case will be examined and permission in writing will be necessary for the contractor.
- e. Service Delivery period may be extended with or without liquidated damages if the delay in the services is on account of hindrances beyond the control of the contractor.
- f. Any dispute settlement, difference or disagreement whatsoever, arising between the Contractor/Agency and *RPO, Visakhapatnam / MEA*, out of or relating to the contract meaning, scope of work under this tender document or the validity or breach thereof, of Terms and Conditions or covering anything herein contained or arising out of this Tender document, shall be settled through mutual consultation. Where such dispute, difference or disagreement cannot be settled mutually or is not resolved by mutual consultation, either interested party may refer the dispute to sole Arbitrator, under the Arbitration and Conciliation Act, 1996. *Place of Arbitration shall be Visakhapatnam* Language of Arbitration shall be English. Parties shall bear their own expenses, unless otherwise ordered by the Tribunal. The decision of sole Arbitrator shall be final and binding on both the parties.
- g. *The courts in Visakhapatnam* shall have exclusive jurisdiction with respect to any legal dispute, difference or proceedings instituted by the Parties under this Tender document.
- h. The Agency shall be liable for forfeiture of its PBG or termination of contract for default if any, and to the extent that there is delay in

performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

6. Force Majeure

a. For purposes of this clause, “Force Majeure” means an event beyond the control of the Contractor/Agency and not involving the Contractor’s fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of *RPO, Visakhapatnam /MEA* in its sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes.

b. If a Force Majeure situation arises, the Contractor/Agency shall promptly notify *RPO, Visakhapatnam /MEA* in writing of such condition and the cause thereof. Unless otherwise directed by *RPO, Visakhapatnam /MEA* in writing, the Consultant continues to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

c. If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war of hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall due to such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non- performance or delay in performance, and services under the contract shall be resumed as soon as practicable after such an event come to an end or ceases to exist, and the decision of the *RPO, Visakhapatnam /MEA* as to whether the services have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

7. Governing Laws and Disputes

This shall be construed and governed by the Laws of the India and the parties hereby submit to the exclusive jurisdiction of the Courts of Law.

8. Submission of Affidavit:

Interested Agency has to submit an Affidavit on Non Judicial Stamp Paper of Rs. 10/-. Specimen copy is attached at Annexure ‘A’.

SECTION 7: INSTRUCTIONS FOR ONLINE BID SUBMISSION

a) Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

b) REGISTRATION

- 1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

c) SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

d) PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Bidders are requested to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

e) SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as “offline” to pay the tender fee/EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes

and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening.

The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

f) ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.

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Annexure 'A'

(ON NON-JUDICIAL STAMP PAPER OF RS. 10/-)

AFFIDAVIT

I/we _____ Partner(s)/legal Attorney/Proprietor(s)/Accredited Representative(s) of M/s _____
_____solemnly declare that:

2. I/we are submitting tender for Housekeeping & Pest Control Services against _____ Tender _____ Notice No. _____ dated _____.
3. I/we or our partners do not have any relative working in *RPO*, *Visakhapatnam* or in any other offices of Ministry of External Affairs, New Delhi.
4. All information furnished by me/us in respect of fulfillment of eligibility criteria and information given in this tender is complete, correct and true. All documents/credentials submitted along with this tender are genuine, true and valid.
5. My/our bid shall remain valid for a period of 120 days from the last date fixed for the bid submission in accordance with the Bidding Documents and shall be binding upon us and maybe accepted at any time before the expiry of the period.
6. If my/our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.
7. The Price-Bid submitted by me/us is "WITHOUT ANY CONDITION".
8. If any information or document submitted is found to be false/incorrect, *RPO*, *Visakhapatnam*, *MEA* may cancel my/our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including Earnest Money (EMD) and blacklisting of my/our firm and all partners of the firm etc.
9. I/we also declare that the Government of India or any other Government body has not issued any show-cause notice or declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
10. I/we also accept all the terms and conditions of this bidding document and undertake to abide by them; including the condition that *RPO*, *Visakhapatnam* / *MEA* is not bound lowest bid.

(Signature of the Tenderer with Seal)

Seal of Notary
Date:

