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**Government of India  
Ministry of Information & Broadcasting  
(Photo Division)**

**REQUEST FOR PROPOSAL**

**Invitation of Bids for engagement / hiring of IT professionals through agency on outsourcing basis in Photo Division, Ministry of Information and Broadcasting, Government of India, Sookhana Bhawan, C.G.O. Complex, Lodhi Road, New Delhi 110003**

**Request for Proposal (RFP) No. G-29011/1/2020-PD/Accts Dated 04/02/2020.**

1. Bids (Technical & Commercial) in separate sealed cover are invited for and on behalf of President of India for engagement / hiring of IT professionals through agency on outsourcing basis in Photo Division, listed in Part II of this RFP. Quotations should be sent in a sealed cover super scribing 'Engagement of IT professionals', RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid. **Both the envelopes should be enclosed in a third sealed envelope superscribed with the RFP number and due date.**
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	Director, Photo Division, M/o I & B.
b.	Postal address for sending the Bids	Room No 730, Sookhana Bhawan, C.G.O. Complex, Lodi Road, New Delhi-110003.
c.	Name/designation of the contact personnel	Shri Sanjiv Misra, Photographic Officer ( Admn.)
d.	Telephone number of the contact personnel	011-24361168
e.	e-mail id of contact personnel	photodiv@nic.in

3. **This RFP is divided into five parts as follows:**
  - a. **Part I:** Contains General Information and instructions for the Bidders about the RFP such as the time, document, EMD, place of submission and opening of tenders, modification and withdrawal of bid, clarification regarding contents of the bid/RFP, Validity period of tenders, etc.
  - b. **Part II:** Containing essential details of the services required, such as the Schedule of Requirements (SOR), Quantity, Scope of work, Technical parameters, Educational Qualifications, technical details, eligibility criteria, period of contract etc. along with number of documents to be submitted with technical bid.

- c. **Part III:** Contains essential and 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/Financial Bids.

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4. **This RFP is being issued with no financial commitment and the Photo Division reserves the right to change or vary any part thereof at any stage. Photo Division 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 Bids:**

**Last date of submission of bids is 27/02/2020, by 3.00 PM**

The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the tender Box of this office or sent by registered post at the address given in para (2) at first page so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.

3. **Time and date for opening of Bids:**

**The bids would be opened on 27/02/2020 at 4.00 PM**


(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 Photo Division).

4. **Location of the Tender Box:**

Room No 730, Photo Division, M/o I & B, Soochana Bhawan, CGO Complex, Lodhi Road, New Delhi.

Only those Bids that are found in the tender box or handed over to designated officer would be eligible.

5. **Place of opening of the Bids:**

  
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The bids would be opened in the office of Photo Division at 7<sup>th</sup> Floor, Sookhana Bhawan, Lodhi Road, New Delhi. (59)

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of technical Bids on the due date and time. Details of EMD and 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. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo/letter head inter alia furnishing details like TIN number, ESI, EPF number, PAN Number, GST Number, Bank Branch address, account number with IFSC code for e-payment with complete postal & e-mail address of their office.

7. **Clarification regarding contents of the RFP:** At any time prior to the deadline for submission of bids, Photo Division may for any reason, whether on its own initiative or in response to the clarification request by a prospective bidders, modify the bid document. Such modification/ amendment in the bid document/ RFP at any time prior to the deadline for submission of bid will be uploaded as "corrigendum" on Central Public Procurement Portal and Division's website. Such amendment/modifications shall be binding on all the prospective bidders. Photo Division at its discretion may extend the deadline for the submission of bids if the bid document undergoes changes during the bidding period in order to give prospective bidder time to take into the consideration the amendments while preparing their bids. A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to Photo Division in writing about the clarifications sought not later than 10(ten) days prior to the date of opening of the Bids. Copies of the query and clarification issued by the Division will be sent to all prospective bidders who have received the bidding documents and will also be posted on website.

8. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by Photo Division prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax/e-mail but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the customer 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 customer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. The

Photo Division also reserves the right to call for additional information from the bidders. **No post-bid clarification on the initiative of the bidder will be entertained.**


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**10. Rejection of 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. Validity of Bids:** The Bids should remain valid for six months from the last date of submission of the Bids.

**12. Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of Rs. 40,000 ( Rs Forty thousand only ) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Banker's Cheque in favour of Pay & Account Officer, Photo Division, Min of I&B or Bank Guarantee from any of the Public Sector Banks or a private Sector Bank authorized to conduct government business as **per Annexure-I**. 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 and Micro and Small Enterprises (MSEs) as defined in MSEs Procurement Policy issued by Department of MSME as per Rule 170 of GFR-2017. The copies of the relevant certificates/documents regarding such exemption should be submitted along with the bid. **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.**

**13. Two bid system-** It is a two bid system. Only the technical bids would be opened on the time and date mentioned above. Date of opening of financial/price bid will be intimated after evaluation and acceptance of technical bids by the customer/Buyer. Financial/price bids of only those firm will be opened, whose technical bids are found compliant/suitable after technical evaluation is done by Photo Division.

  
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## Part II - Description and essential details of Items/Services required

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1. **Schedule of Requirements(SOR):** List of services required is as follows:

Presently (1)one IT professional of supervisor level & (5)five of assistant level on outsourcing basis are required. The period/quantity of IT professional may be reduced or increased as per decision/requirement of competent authority from time to time.

2. **Eligibility Criteria/ Technical Details/ Qualitative requirement/ Scope of Work**

a) **Eligibility criteria for the service provider**

- i. Minimum 5 years or more experience in providing IT professionals in various Government or Non-Governmental organizations.
- ii. Knowledge of Digitization process of image archive.
- iii. Capability of providing trained IT professional who can handle the work of Archiving, Indexing, Cataloging & retrieving of Digital images with the help of image archival software.
- iv. The IT professional must have the knowledge of image record management.
- v. The service provider company must have knowledge of handling of News Photo Network services- transmission/uploading of urgent press photo release, coordination between the field officers.
- vi. The Service provider company must have expertise of handling high capacity servers/LAN/WAN services.

b) **Qualifications of IT professionals required:**

- i. The supervisor should be graduate (BCA) with good grades and having certificate course in adobe Photoshop/Lightroom software and MS Office. The supervisor should also have capabilities of handling high capacity server, supervising team working under him.
- ii. IT professional of assistant level should be 10+2 with certificate course in basic fundamental of computer, photo editing software and MS Office.

c) **Scope of work and Job requirement:**


- i. Handling of image editing software - Adobe Photoshop & other system specific software.
- ii. Handling of High capacity server with the knowledge of internal/external security of the server.
- iii. Handling desktop computers, E-mails, uploading/downloading of digital images through Internet, uploading/retrieving of digital image archive into the high capacity server etc.
- iv. Working with MS office software with good typing speed of English.
- v. Management of website and uploading/downloading the digital images on website.
- vi. Working on Negative & Positive Flatbed/Optical Scanners, etc.
- vii. Other miscellaneous jobs related to Photo Archives.

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- viii. Archiving, indexing & cataloging of Digital images with the help of image editing software.
  - ix. The operational equipment required to cater the services in News Photo Network would be provided by the Division.
  - x. IT professional will work in News Photo Network unit Division 365 days in a year in two shifts from 8.00am to 4.30pm and 12.30 pm to 9 pm or in different shifts as per the requirement of the Division or till the job is over.
  - xi. In case of absence/leave of IT professional the replacement of the absentee during the period should be given immediately by the agency. Delay/non-replacement of absentee would post proportionate amount of penalty, in case of long period termination of contract.

d) **Documents required:** EMD, Copy of PAN card, GST Registration Certificate, Annual Income Tax Return filed for the last three years, copy of work experience of similar nature with requisite proof and copy of the tender acceptance letter duly signed by authorized representative of the firm as a token of acceptance of the terms & conditions of the RFP, copy of ESI, EPF and registration under Contract labour (R&A) Act, 1970. The firm should not have been blacklisted/debarred from taking part in Government Tenders. **A declaration in this regard is to be submitted as per attached proforma as per Annexure II.** These may be submitted in the enclosed prescribed proforma in **Annexure-III.**

**3. Delivery Period -** Delivery period for supply of services would be from the effective date of contract. Extension of contracted delivery period will be at the sole discretion of Photo Division.

**4 Period of Contract:** The contract would be for two years from the effective date of contract. Please note that Contract can be cancelled unilaterally by Photo Division in case services are not received as per quality and standard specified in the RFP and contract within the contracted period. Photo Division reserves the right to exercise the option clause and repeat order clause as per text given in Chapter IV of this RFP.

  
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### Part III – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the essential and 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. Contractor/Supplier in the contract) as selected by Photo Division. 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 Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The performance of the services 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 services or performance, which cannot be settled amicably, may be resolved through arbitration. The format of arbitration clause in respect of indigenous private bidders in **Annexure-IV**
4. **Penalty for use of Undue influence:** The contractor/supplier 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 Photo Division 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 Contractor/Supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the contractor) or the commission of any offers by the contractor or anyone employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle Photo Division to cancel the contract and all or any other contracts with the contractor and recover from the contractor the amount of any loss arising from such cancellation. A decision of Photo Division or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the contractor towards any officer/employee of Photo Division or to any other person in a position to influence any officer/employee of Photo Division for showing any favour in relation to this or any other contract shall render the contractor to such liability/penalty as Photo Division may deem proper,

  
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including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund the amounts paid by Photo Division.

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5 **Penalty and Liquidated Damages:** In the event of the contractor failure to submit the Guarantees and Documents, supply the requisite services as specified in this contract, Photo Division may, at his discretion, withhold any payment until the completion of the contract. Photo Division may also deduct from the contractor as agreed, liquidated damages to the sum of 1% of the contract price of the delayed services mentioned above for each day subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services.

6. **Termination of Contract:** Photo Division shall have the right to terminate this Contract in part or in full in any of the following cases:-

- a. The delivery of the services is delayed for causes not attributed to Force Majeure for more than 15 days after the scheduled date of signing of contract.
- b. The contractor is declared bankrupt or becomes insolvent.
- c. The delivery of services is delayed due to causes of Force Majeure by more than 01 months provided Force Majeure clauses are included in contract.
- d. As per decision of the Arbitration Tribunal.

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

8. **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.

9. **Statutory Duties & Taxes:**

- (a) Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the contractor. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to Photo Division by the contractor. All such adjustments shall include all reliefs, exemptions, rebates, concession etc., if any obtained by the contractor.
- (b) If it is desired by the Bidder to ask for the GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the



Bidder are inclusive of GST and no liability will be developed upon Photo Division. (3)

- (c) On the Bids quoting GST, the rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the Contractor at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to GST and the same is payable as per the terms of the contract.

**10. Terms & Conditions for hiring of IT Professionals in Photo Division.**

- i. The service provider shall engage necessary number of person as required by the Photo Division from time to time. The said person engaged by the service provider shall be the employee of the service provider and it shall be the duty of service provider to pay their salary every month through ECS and proof of the same should be made available to the Photo Division. There is no Master and servant or Employer and Employee relationship between the employee of the service provider and the Photo Division and further the said person of the service provider shall not claim any employment/engagement or absorption in Photo Division, in future.
- ii. The service provider's persons shall not claim any benefit /compensation/absorption/regularization of service from/in the Photo Division under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to the Photo Division.
- iii. The service provider's personnel shall not divulge or disclose to any person any data, details of office operation process, technical know-how, security arrangements administrative /organizational matter as all are confidential/secrete in nature. They would therefore, be subject to the provision of the Indian Official Secret Act, 1923, not only during the period of their engagement but also thereafter. More importantly, they will not divulge any information gathered by them during the period of their assignment to anyone who is not authorized to know /have them same.
- iv. The service provider personnel should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of the Photo Division. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- v. The persons deputed should be between the age of 18-40 years and they shall not interfere with the duties of the employees of the Photo Division.
- vi. The photo Division may require the service provider to dismiss or remove from the site of work any persons or persons employed by the service provider who may be incompetent or for his/her/their misconduct and the

service provider shall forthwith comply with such requirements. The service provider shall replace immediately any of its personnel if they are unacceptable to the Photo Division because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from Photo Division.



- vii. The service provider shall ensure proper conduct of his persons in office premises and enforce prohibition of consumption of alcoholic drinks. Paan, Smoking, loitering without work.
- viii. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be the sole responsibility of the service provider and the Photo division shall not be liable or responsible on any of these accounts towards any personnel of the service provider.
- ix. That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum wages Act. Employees Provident fund, ESI Act, etc and the Photo Division shall not incur any liability for any expenditure whatsoever on the persons employed by the Agency on account of any obligation. The agency will be required to provide particulars of PF, Group Insurance of its employees engaged in the Photo Division. The Agency shall pay the salary by 7<sup>th</sup> date of every month and in no case salary of these employees be delayed after 10<sup>th</sup> date of every month. In no case, the payment will be made by the firm to its employees, deployed in the Photo Division, less than the rate prescribed (minimum wages) under the Minimum Wages Act. 1948 in the National Capital Territory of Delhi. A notarized affidavit in this effect will be furnished by the service provider.
- x. The service provider would quote Administrative/Service charges for providing services of the workers for this Division over and above the statutory payments to be made. Except the Administrative charges, quoted by the service provider, no other amount is to be retained by the service provider out of minimum wages, EPF, ESI etc as mandated by the statutory provisions on the subject. The proof of depositing the service tax with the appropriate authorities to be submitted to this Department periodically.
- xi. The service provider should have an office NCT of Delhi.
- xii. The service provider will submit the pre-receipted bill, in triplicate in respect of a particular month in the first week of the following month after making payment to the employees. The payment will be released by the third/fourth week of the following month after deduction of taxes deductible at source under the laws in force.

  
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- xiii. Payment to the service provider would be strictly on certification by the officer with whom the hired personnel is attached that his /her service was satisfactory and as per his/her attendance shown the bill preferred by the service provider.
- xiv. No wage/ remuneration will be paid to any staff for the days of absence from duty.
- xv. The service provider will provide the required personnel for a short period also in case of any exigencies, as per the requirement of the Photo Division.
- xvi. The service provider shall arrange for a 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 responsibility of the service provider.
- xvii. The service provider shall be contactable at all times and message sent by phone/ e-mail/Fax/ Special messenger from the Photo Division to the service provider shall be acknowledged immediately on receipt on the same day. The service provider shall strictly observe the instructions issued by the Photo Division in fulfillment of the contract from time to time.
- xviii. Photo Division shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
- xix. That the agency on its part and through its own resources shall ensure that the goods, material and equipments etc. supplied to the personnel for discharge of duties assigned to them are not damaged in the process of carrying out the service undertaken by it and shall be responsible for act of commission and omission on the part of its staff and its employees, etc. If the Photo Division suffers any loss or damage on account of negligence, default or theft on the part of the employees/ agent of the agency, then the agency shall be liable to reimburse to the Photo Division for the same. The agency shall keep this Photo Division fully indemnified against any such loss or damage.
- xx. Photo Division will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages / remuneration will be decided in respect of the staff at the approved rates.
- xxi. The successful bidder will enter into an agreement with the Photo Division for supply of suitable and qualified manpower as per requirement of the Photo Division on these terms and conditions. The agreement will be valid for a period of two years commencing from the date of signing such agreement and shall continue to be in force in the same manner unless terminated in writing. The service charges / rates quoted by the

agency shall be fixed for a period of two years and no request for any change/modification shall be entertained before expiry of the period of two year, except, due to statutory increase in minimum wages.



- xxii. However, the agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month wages, etc. and any amount due to the agency from the Photo Division shall be forfeited by the Photo Division.
- xxiii. That on the expiry of the agreement, as mentioned above the agency will withdraw all its personnel and clear their account by paying them all their legal dues.
- xxiv. The bidder should not make any over writing/ cutting in the technical or financial bid.

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## Part IV-Special Conditions of RFP

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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. Contractor/Supplier in the contract) as selected by Photo Division. Failure to do may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee:**

The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private section 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 completion of Contract period. The specimen of PBG is given in Annexure V.

2. **Option clause:** The contract will have an Option Clause, wherein Photo Division can exercise an option to procure additional personnel/s of the original contracted number with the approval of competent authority in accordance with the same rate, terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of Photo Division to exercise this option or not.

3. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein Photo Division can order up to same number of outsourced personnel under the present contract within the currency of the contract at the same rate, terms & conditions of the contract. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of Photo Division to place the Repeat Order or not.

4. **Extension of contract**


The contract may be further extended on same terms & conditions and price on mutual agreement basis, if the services of the service provider are found satisfactory during the contract period.

5. **Payment Terms:** it will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that e-payments could be made through instead of payment through cheques.

The payment would be made on submission of following documents:-

- i. Ink signed copy of pre-receipted contractor bills


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- ii. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract).
- iii. Any other document/certificate that may be provided for in the Job Order/Contract.
- iv. User Acceptance & Satisfactory Services Report.
- v. Xerox copy of PBG.

**6. Force Majeure Clause:**

- 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.
- 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 one month either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 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.

  
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**Part V – Evaluation Criteria & Price Bid Issues**

1. **Evaluation Criteria:** The broad guidelines for evaluation of Bids will be as follows:
- a. **Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.**
  - b. If the rates/quotations( wages plus statutory contributions like EPF, ESIC, etc.) submitted by any agency are found to be less than the minimum wages notified by the Labour Department, Government of NCT of Delhi, the bids of such Agency will not be considered.
  - c. The technical Bids forwarded by the Bidders will be evaluated by Photo Division with reference to the technical characteristics/technical parameters/ eligibility criteria as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. **The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.**
  - d. **The Administrative/Service charges quoted by the service provider in the financial bids shall commensurate with the administrative and supervisory effort required for executing the project, otherwise, such bid shall be treated as unresponsive and will not be considered.**
  - e. The lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price/Financial bid format given at Annexure-VI. The consideration of taxes and duties in evaluation process will be as follows:
    - a. All taxes and duties quoted by the Bidders will be considered. The ultimate cost to the customer would be the deciding factor for ranking of Bids.
  - f. The Bidders are required to spell out the rates of GST in an unambiguous term. In the absence of any such stipulation it will be presumed that the prices quoted are firm and no claim on account of such taxes & duties will be entrained after the opening of tenders. If a Bidder is exempted from payment of GST up to any value of services from them, they should clearly state that no GST will be charged by them up to the limit of exemption by Government which they may have. The documentary evidence for exemption of any statutory duties and taxes has to be produced along with price bid. If any concession is available in regard to rate/quantum of GST with the approval of Government, it should be brought out clearly. Stipulation like, GST is presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless

in such cases it is clearly stated by a Bidder that GST will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

- g. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- h. **Evaluation will be done as per extant order issued by MoF on time to time on above subject.**
- i. **It is mandatory to quote the rates separately for both Supervisor and Assistant.**

2. **Price/Financial Bid Format:** The Price Bid Format is given at Annexure-VI and Bidders are required to fill this up correctly with full details on their letter heads indicating rates in figure.



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**EMD Bank Guarantee format**

Whereas.....(hereinafter called the "Bidder") has submitted their offer dated.....for the services and supply of .....

(hereinafter called the "Bid") against the customer's request for proposal No.....

KNOW ALL MEN by these presents that WE..... of .....having our registered office at ..... Are bound unto.....(hereinafter called the "Customer") in the sum of .....

for which payment will and truly to be made to the said Customer, the bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this.....day of .....20..

The conditions of obligation are:

(i) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.

(ii) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.

- a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
- b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Customer up to the above amount upon receipt of its first written demand, without the customer having to substantiate its demand, provided that in its demand the customer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch)

**TECHNICAL BID**

Sl. No.	Particular	To be filled by the tenderer
1.	Name of the Agency	
2.	Details of EMD	
3.	(i) Amount (ii) Draft No. (iii) Date (iv) Issuing bank	
4.	Date of establishment of agency	
5.	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and the name of the contact person	
6.	Whether registered with all concerned Government Authorities including copy of ESI, EPF and registration under Contract Labour ( R & A) Act, 1970 (Copies of all certificates of registration to be enclosed)	
7.	Copies of annual return filed for last three years	
8.	PAN/TAN Number (copy to be enclosed)	
9.	Service Tax Registration Number/ GST registration certificate (copy to be enclosed)	
10.	A notarized affidavit stating that firm is not blacklisted by any Government Ministry or any criminal case is registered against the firm or its owner/ partner anywhere in India	
11.	Length of experience in the field	
12..	Whether the copy tender acceptance letter duly signed by the representative of the firm, in token of acceptance of terms and conditions of the RFP is attached	
13.	Whether agency profile is attached	
14	List of clients with similar nature work with requisite proof.	

**DECLARATION**

I hereby declare that the information furnished above is true and correct and no material information has been suppressed.


Signature of the authorized person

Name:

Seal:

Date:

Place:

  
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**DECLARATION REGARDING BLACKLISTING /DEBARRING FROM TAKING PART IN GOVERNMENT TENDERS**

To be executed & Attested by Public Notary/ Executive Magistrate on Rs. 10/-  
(Stamp Paper by the Bidder)

I/ We Proprietor / Partner(s) Directors(s) of  
M/s.....hereby declare that the firm/company namely  
M/s.....has not been blacklisted or debarred in the past by any  
other Government organization from taking part in Government tenders. I/We  
also declare that no contract of M/s.....has been cancelled by  
Photo Division.

OR

I/ We Proprietor / Partner(s) Directors(s) of  
M/s.....hereby declare that the firm/company namely  
M/s.....was blacklisted or debarred by.....from  
taking part in Government tenders for a period of .....The period is  
over on.....and now the firm/Company are entitled to take part in Government  
tender. In case the above information found false I/We are fully aware that the  
tender/contract will be rejected/cancelled by the Photo Division and the Earnest  
Deposit/ Security Deposit shall be forfeited.

Signature of the Bidder with Seal  
Name.....  
Date.....  
Capacity in which signed.....

Name and Address of the firm :

Seal of the firm should be Affixed

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**Format of Arbitration Clause –Indigenous Private bidders**

- a. All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.
- b. Any dispute, disagreement of question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- c. Within (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
- d. The sole Arbitrator shall have its seal in New Delhi or such other place in India as may be mutually agreed to between the parties.
- e. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
- f. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- g. The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

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

  
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**Performance Bank Guarantee Format**

**From:**

**Bank** \_\_\_\_\_

To

The President of India through Directorate of -----  
 Ministry of Information & Broadcasting  
 Government of India  
 New Delhi.

Dear Sir,

Whereas you have entered into a contract No. ....  
 Dt.....(hereinafter referred to as the said Contract with  
 M/s....., hereinafter referred to as the  
 "Contractor/Supplier" for supply of services as per Part-II of the said contract to  
 the said contractor and whereas the contractor/supplier has undertaken to  
 produce a bank guarantee for 10% of total Contract value amounting  
 to.....to secure its obligations to the President of India. We  
 the.....bank hereby expressly, irrevocably and  
 unreservedly undertake and guarantee as principal obligors on behalf of the  
 contractor/supplier that, in the event that the President of India declares to us that  
 the goods have not been supplied according to the Contractual obligations under  
 the aforementioned contract, we will pay you, on demand and without demur, all  
 the any sum up to a maximum of .....  
 Rupees.....only. Your written demand shall be conclusive  
 evidence to us that such repayment is due under the terms of the said contract.  
 We undertake to effect payment upon receipt of such written demand.

1. We shall not be discharged or released from this undertaking and  
 guarantee by any arrangements, variations made between you and the  
 Contractor/supplier indulgence to the Contractor/Supplier by you, or by any  
 alterations in the obligations of the Contractor/Supplier or by any forbearance  
 whether as to payment, time performance or otherwise.

2. In no case shall the amount of this guarantee be increased.

3. This guarantee shall remain valid for 14 months from the effective  
 date of contract according to the contractual obligations under the said contract.

4. Unless a demand or claim under this guarantee is made on us in  
 writing or on before the aforesaid expiry date as provided in the above referred  
 contract or unless this guarantee is extended by us, all your rights under this  
 guarantee shall be forfeited and we shall be discharged from the liabilities  
 hereunder.

5. This guarantee shall be a continuing guarantee and shall not be  
 discharged by any change in the constitution of the bank or in the constitution of  
 M/s.....

  
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**PROFORMA FOR FINANCIAL BID**

**For providing IT Professional ( One Supervisor and 5 Assistant ) to the Photo Division**

1. Name the Company/Firm/Agency:
2. Rates per person per month (8 hours excluding ½ hr lunch) is Rs. \_\_\_\_\_  
( Amount in Rupees)

Sl. No.	Component of Rates	Supervisor***	Assistant ***
1	Monthly wage Rate per person (Not less than minimum wages notified by the Labor Department NCT of Delhi)*		
2	Employees provident Fund as per applicable rates		
3	Employees State Insurance as per applicable rates		
4	Service Tax /GST Liability as per applicable rates		
5	Any other statutory or legal liability (Please indicate)		
6	√Contractors Admn/Service Charge		
	Total (Column 1 to 6 above)		

Name & Signature of Authorized signatory  
(Seal of the Firm/Company)

Date :

\*Rates quoted should be equal to or more than the minimum wages prescribed under Minimum Wages Act., 1948 as applicable in the NCT of Delhi.

√ The Administrative/Service charges quoted by the service provider in the financial bids shall commensurate with the administrative and supervisory effort required for executing the project, otherwise, such bid shall be treated as unresponsive and will not be considered.

\*\*\* It is mandatory to quote the rates separately for both Supervisor and Assistant.

  
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**DECLARATION**

I hereby certify that the information furnished above is true and correct to the best of my / our knowledge and I have read and understood the terms and conditions contained in the RFP/Tender Document. I understand that in case any deviation is found in the above statement at any stage, I / We will be blacklisted and will not have any dealing with Photo Division in future.

(Signature of Authorized signatory with date and seal)

 04/02/2020

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Photo Division  
Min. of I & B  
Govt. of India**