REQUEST FOR PROPOSAL

Tele: 0891- 2547263

Headquarters
Coast Guard District No. 6(AP)
Post Box No 1128
Malkapuram (PO)
Visakhapatnam-530 011

DHQ-6/RFP/CONSERVENCY/23/18-19

04 Sep 18

M/s ______________

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INVITATION OF BIDS FOR OUTSOURCING OF CONSERVANCY SERVICES FOR CG ASSETS AT VISAKHAPATNAM

PART –I

1. Bids under **Two bid system** (Technical-Bid and Commercial-Bid) in sealed covers are invited for concluding Conservancy services, i.e, outsourcing/hiring of conservancy services of Coast Guard assets at Visakhapatnam for a period of one year (on as required basis). Details/Types of Supervisors, Gardner & Cleaner, scope of Contract etc. are **listed in part II of this Tender Enquiry/RFP**. Please superscribe the above mentioned Contract Title, Tender Enquiry number and date of opening Bids on the sealed covers to avoid the Bids being declared invalid. In case of two bid system, please also superscribe '**Technical-Bids**' and '**Commercial-Bids**' on the respective covers. Tender document can be viewed and downloaded from CPPP site https://eprocure.gov.in/eprocure/app as per the schedule given in CRITICAL DATE SHEET mentioned below:-

Sl.No.	Description	Date & Time
(a)	Published Date	05 Sep 18 & 1000 HRS
(b)	Bid Document Download/Sale Start Date	05 Sep 18 & 1500 HRS
(c)	Clarification Start Date	06 Sep 18 & 1000 HRS
(d)	Bid submission start date	06 Sep 18 & 1000 HRS
(e)	Clarification end Date	28 Sep 18 & 1100 HRS
(f)	Bid document Download/Sale End Date	28 Sep 18 & 1200 HRS
(g)	Bid Submission End Date (Technical + Commercial bids)	03 Oct 18 & 1500 HRS
(h)	Bid Opening Date	04 Oct 18 & 1530 HRS

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

(a) Bids/queries to be addressed to**: The Commander, CGDHQ-6, PO Box No 1128, Malkapuram, Visakhapatnam-11**

(b) Postal address for sending the Bids : The Commander, CGDHQ-6, Post Box No. 1128, Port Quarter, Malkapuram (PO), Vizag-11

(c) Named/designation of the contact personnel: Comdt (JG) Sunita Sharma, DLOGO, CGDHQ-6

(d) Telephone number of the contact personnel: 0891-2768878

(e) E-Mail ids of contact personnel : dhq6@indiancoastguard.nic.in

(f) Fax Number : 0891-2741130

3. You are to sign and date both the tender and terms and conditions and duly stamp them along with signature, name and address on all pages of the bid documents. Non receipt of the same will be considered as non acceptance of all the terms and conditions by the firm and the bid is liable to be rejected. The name, address and signature of the witness are also to be completed in the commercial bid. You are not to make any alteration of addition to any of the documents connected with the tenders. To take care of any change in the requirement during the contract period, the contract concluding authority reserves the right to 25% plus/minus increase of decrease in the requirement without any change in the terms & conditions and prices quoted by the firm.

4. Your offer is to remain valid for a minimum period of 90 Days from the date of Commercial bid opening. Earnest money deposit of **Rs. 1, 38,150.00** shall be paid in favour of Area Account Officer (Navy) Vizag in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque of Bank Guarantee from any of the public sector banks of a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MOD website and can be provided on request) which should be valid for 45 days beyond the final bid.

5. This RFP is divided into five parts as follows:

(a) Part I- General Information and Instructions of RFP
(b) Part II- Essential details of the services
(c) Part III- Standard conditions of RFP
(d) Part IV- Special condition applicable to this RFP
(e) Part V- Evaluation criteria and Format for Price Bids

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

7. The approval or rejection of tenders rests with the CO/OiC/CFA of concerned unit, who reserves the right of rejecting any tender in whole or in part without cause assigned. The lowest tender will not necessarily at any stage.

8. **Acceptance of terms & Conditions**:- The tender shall clearly mention the following in their offer letter:-

WE ACCEPT ALL THE TERMS AND CONDITIONS MENTIONED IN TENDER ENQUIRY NO. DHQ-6/RFP/CONSERVENCY/23/18-19 DATED 04 Sep 2018

Please return this letter duly signed along with the complete Tender documents.

Your faithfully,

Sunita Sharma

(Sunita Sharma)
Commandant (JG)
Dist. Logistics Officer
for COMDIS-6

Encl: As above.

II

I/We/am/are in possession of complete set of tender documents / forms issued by you and have understood and agree to abide by the above terms and condition as well as those contained in the contract forms. The attached tender form duly completed and signed is submitted here with.

Station :____________ Signature of Tenders (s) ___________________

Date:______________ (Name & Address in full and Capacity)

(i.e., Proprietor/ Partner/ Authorised Attorney etc.)

Telephone No.

(RUBBER STAMP)

On and on behalf of the president Signature of Tenderer (S)

PART I – GENERAL INFORMATION

Sealed tenders are invited for **Outsourcing of Conservancy Services of CG Assets at Visakhapatnam**. Firms fulfilling the conditions and capable to undertake above services may submit bid form with the requisite documents such as Earnest Money Deposit, Service Tax Registration Certificate etc. In two bid system. Tender is to be kept in sealed cover superscribing "OUTSOURCING OF CONSERVANCY SERVICES OF CG ASSETS AT VISAKHAPATNAM at CGDHQ-6"

1. **Last date and time for depositing the Tenders:** The last date of deposting of tender will be on **03 Oct 18 at 1500 hrs**. The sealed Tenders 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 marked as **LP cell non-Tech (White color box)** Or sent by registered post at the address given above so as to reach by the due date and time. When a tender is send by post, this cover will be enclosed in a second strong cover. The outer cover will not bear any indication of the contents. It may be noted that quotation submitted without sealed cover may be summarily rejected. 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 (unless they have been specifically called for by these modes due to urgency).

3. **Time and date for opening of Bids:** Bids will be opened on **04 Oct 18 at 1530 hrs** and analyzed by a board of officers suitably nominated. (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. **Location of the Tender Box:** The tender box is located at Guard Room, CGDHQ-6. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

5. **Place of opening of the Tenders:** Tenders will be opened in the office of the **Meeting Room at CGDHQ-6.** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. **Two-Bid system**: The bidder will have to furnish two separate bids viz. Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by this HQ.

7. **Forwarding of Bids**: The Technical bid and the Financial bid should be sealed by the bidder in separate covers duly superscribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed. The technical bids will be opened and evaluated in the first instances. Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, GST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.

8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

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

10. <u>Clarification regarding contents of the Bids</u>: During evaluation and comparison of bids, the Buyer 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. No post-bid clarification on the initiative of the bidder will be entertained.

11. <u>Rejection of Bids</u>: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

12. <u>Unwillingness to quote</u>: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

13. <u>Validity of Bids</u>: The Bids should remain valid till **90 Days** from the last date of submission of the Bids.

14. <u>Earnest Money Deposit</u>: Firms are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 1, 38,560.00** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). **<u>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 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract</u>**. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender. DGR sponsored security agencies are not required to deposit Money Deposit (EMD). However depending on the nature of service being provided a DGR sponsored Security Agencies may be asked to deposit PBG or Bank Guarantee up to a maximum limit not exceeding 10 percent of One month's wage bill. The PBG will be deducted from the Conservancy service's monthly service charges in installments as mutually agreed by the Security Agencies and the Principal Employer. **EMD to be submitted in the separate envelope along with commercial bid**.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

The following details are to be submitted along with application for participation for the tenders:-

1. **Details of Firm:**

   (i) Name and complete Postal Address (along with local office at Visakhapatnam, in case participating from outside Visakhapatnam limit)
   (ii) Name of Contact Person
   (iii) E- Mail ID
   (iv) Fax No.
   (v) Telephone / Mobile No.

2. **Experience**: Furnish the details if any of successfully completed work/ works of similar in nature executed in last three years in any major organizations including Navy.

3. **Schedule of Requirements** – List of items / services required is as follows:
Name/Type of item/services/description of stores Qty required Hiring of Conservancy Services of CG Assets at Visakhapatnam:-

   (A) Man Power as appended below:

SL.	CATEGORY	TOTAL
(a)	Supervisor	01 Nos
(b)	Gardner	04 Nos
(c)	Cleaner	23 Nos
	Total	**28**

   (B) Minimum wages, VDA, ESI/ EPF and Profit & Taxes are to be reflected.

   (C) Cleaning Material required for Outsourcing of Conservancy Services of CG Assets at Visakhapatnam.

4. **Eligibility Criteria.** The firm should have following certificate / documents valid as on date of issue of this tender enquiry:-

   (a) **Technical Parameter**

   (i) ESI Scheme Registration Certificate. Attested copy of ESI Registration Certificate with Nominal Roll, unique ESI ID registration No. & Photo Identity proof of the workers to be employed for the said work along with copy of latest receipt of premium paid to the concerned authority should be attached. If payment of EPF/ESI is not applicable for the present offer/contract for any reason, the same may be clearly specified and documentary proof/affidavit for the same also be submitted with the Logistic Officer

   (ii) EPF Registration Certificate. Attested copy of EPF Registration Certificate with Nominal Roll, unique EPF Id registration No. & Photo Identity proof of the workers to be employed for the said work alongwith copy of latest receipt of premium paid to the concerned authority should be attached. If payment of EPF/ESI is not applicable for the present offer/contract for any reason, the same may be clearly specified and documentary proof/affidavit for the same also be submitted with the Logistics officer.

iii) **Income Tax Details.** The firms are required to submit last three years Income Tax details.

(b) **Financial Parameters**

(i) **EMD Contract**: EMD as mentioned in RFP is to be deposited alongwith the bid.

(ii) **PBG/ Security Deposit Amount**: The firms are required to submit minimum 10% amount of the total contract value as PBG within 30 days from the date of contract agreement.

(iii) **Balance Sheet, Profit and Loss Statement**: The balance sheet of last two financial years duly certified by auditors /CA to be attached.

(d) Statutory Parameters:

(i) **Breakdown of Minimum wages, EPF and ESI**: Minimum wages @ 26 days per month for Workers, ESI @ 4.75% and EPF @ 13.36% to be borne by employer ie Contractor) are to paid to the concerned authorities.

(ii) **Affidavit**: An affidavit is required to be submitted with the quotation for compliance of Minimum wages, EPF/ ESI and other Statutory Provisions promulgated by Competent Authorities.

(iii) **Work Experience**: The firms are required to submit certificate/ work order minimum last three years working experience in providing conservancy staff.

(iv) **Age limit**: The contractor will employ only physically and mentally smart conservancy laborers between 18 to 45 years of age.

(d) Other Essential Parameters:

(i) The Contractor should be Licence holder for providing contract Labourers, issued by Competent Labour License Authority under the provision of contract labour (regulation and abolition) Act 1970 and central rule 1971.

(ii) The Contractor shall also abide by the provision of the child labour Act 1986.

(iii) The contractor shall fix the wage period not exceeding one month to Labourers employees and shall ensure payment before 10th day of the following month.

(iv) The contractor shall arrange for such facilities as provided for in the contract labour (regulation and abolition) act for the welfare and health of the labour employed for the work.

(v) **Police Verification.** At all times contractor will be responsible to ensure that the workers engaged by him are security cleared by the polic3e station of the workers residing area. The police verification certificate is to be submitted at least 10 days prior to the commencement of the contract.

(vi) **Proficiency & conduct.** The personnel engaged by the contractor shall be experienced as required for the nature of work. The proficiency in the work will be scrutinized by the contract operating authority. Only those who possess sufficient proficiency in the work to the opinion of the contract operating authority shall be deputed for the work. If at any time the work or conduct of any worker is found unsatisfactory by COA of such authorized, such a person shall be removed by the contractor immediately with suitable substitute.

(vii) **Integrity.** The employees shall possess high profile of integrity so that he/she is eligible for obtaining an entry pass from the Contract operating Authority. If at any time the work or conduct of any worker is found unsatisfactory by COA or possess authorized such person shall be removed by the contractor immediately with suitable substitute.

(viii) If any employee engaged by the contractor remains absent from the place of duty during any working day, the contractor shall plan in advance and provide suitable substitute for the absent period.

5. **Two-bid System:-** The quotation must be submitted by the bidder under two bid system i.e **Technical Bid** and **Commercial Bid** in separate sealed covers as per the formats at **Appendix-'A'** and **Appendix 'B'** respectively. The documents mentioned in para 4 above should be enclosed with the Technical-Bid. Bidder are also required to furnish clause by clause compliance of eligibility criteria/tendered parameters and clearly bring out the deviations from the eligibility criteria/tendered parameters, if any. The bidder has to fill the compliance matrix for technical bid and indicate "Yes or No" against respective condition. Any deviation from RFP/Technical parameters is to be specified clearly to avoid ambiguity.

6. **Scope of Rate Contract**:- The proposed Rate Contract will be an agreement between the purchaser and lowest bidders (s) (Supplier) to supply **01 Supervisor, 04 Gardeners and 23 Cleaners for 01 Year as per latest wages rates promulgated by central Government** including in this tender at specified prices, terms & conditions during the period of the contract. RC will be in the nature of a standing offer and neither any quantity nor any anticipated drawls are guaranteed. As the RC is a standing offer, either party (seller/buyer) can revoke it at any time after giving a reasonable notice (at least 60 days in advance) and opportunity. However, once a work order is placed in terms of the rate contract during the validity period of the rate contract that work order becomes valid and binding contract and the supplier will be bound provide security services as rate contract.

7. **Delivery Period.** The successful bidder/contract will require to sign an agreement with the buyer within 30 days from the date of written intimation to this effect/issue of work order. Work Order/Job order will be issued against the contract agreement for **01 Supervisor, 04 Gardeners and 23 Cleaners** on as required basis. The contract can be cancelled unilaterally by the Buyer in case contracted service is not provided within the contracted delivery period.

8. **Consignee Details**:- The Commander, CGDHQ-6, Post Box No. 1128, Malkapuram (PO), Visakhapatnam-11 or any authority as authorised by him.

9. **Period of contract:-** The services will be for the period of One year from the date of issue of work order or signing of contract agreement, whichever is earlier. The Contract may be extended (renewed) to maximum period of 03 years including the original contract with mutual agreement, without any changes in terms/conditions and increase in the contracted prices subjected to satisfactory performance of the firm during the current period and any increase in VDA declared by Govt. as per G.O mentioned at 5 (c) of Part-II.

10. **Cleaning Material**:- The contract or should provide following cleaning material to the unit on **monthly basis** as per the scope of work / job requirement:-

SL.	ITEM	Deno/Qty
01	Bleaching powder	40 Kgs
02	Liquid Soap	20 Ltrs
03	Country Brooms	70 Nos
04	Acid	10 Ltrs
05	Botha's/Sponge Cloth	35 Nos
06	Phenol	20 Ltrs
07	Napthalene Balls	2 Kgs
08	Wire Jute	10 Kgs
09	Soft Brooms (Pool Jeadu)	20 Nos
10	Room Freshener	20 Nos
11	Odonil	20 Nos
12	Petrol for grass cutting	20 Ltrs
13	Grass Cutting wire	20 Mtrs

11. In the the event of any dispute arising under these terms and conditions, the matter shall be referred to the sole Arbitrator who shall be nominated by the Contract Sanctioning Authority.

12. **Maintenance of common and special areas**

a) The CG Enclave and residential colony is located in an area of 21.4 Acres and housing officers and men besides officers mess playground area. The colony includes a shopping complex, Children School, MI Room & Family Clinic, Community welfare centre centre, Officers accommodation, in living officers mess, Mess Maintenance cell, sailors accommodation, gardens and sports fields, roads & pathways.

b) CG Assets at Jetty includes Naviks Institute, Admin block, In living Varad block, Jetty and Common Utility area There are five ships based at Visakhapatnam and average of two to four additional ships is generally present at Visakhapatnam for operation/refits/repairs. Daily cleanship of these areas including surroundings and clearance of garbage generated on daily basis and disposal of the same to GVMC notified dumping grounds is essential for ensuring proper sanitation and hygienic conditions. The Naval ships also berth frequently for ammunitioning. The daily garbage generated by a number of CG ships is also required to be cleaned very frequently.

c) Subject to wear and tear of items in custody of the second party are to be returned back at the time of Contract termination. Maintenance and repair will be responsibility of the successful bidder, subject to wear and tear. All the equipments provided by the contract operating authority are to be mustered quarterly in the presence of the representative of the contract operating authority and a report to be subjected to them.

d) Detailed nature of work is as follows:

i) Vegetation Clearance and Arboriculture services.
ii) Cleaning and cleaning of storm drains, path ways and roads.
iii) Cleaning of officers cafeteria and Subordinate Officers & Enrolled Personnel Mess.
iv) Office Assistance and Runner Services in various officers cabin in the admin building.

v) WCs, Urinals and wash basins are to be cleaned with caustic soda and washed once a day before 0930 hrs and sprinkled with disinfectant phenyl.

vi) Naphthalene balls not less than five numbers each are to be placed and maintained always in all wash basin and urinals and drains to be cleaned once a day.

vii) The central common area are to be swept twice a day.

(e) **<u>Nature of job</u>**: The details of nature of job are as follows:-

(i) All the office cleaning shall be carried out before office hours (before 0730 hrs) and after the office hours (after 1730 hrs) only.

(ii) Managing and controlling requirement of consumables and toiletries which should be of reputed brand.

(iii) All the workstation/cabin/sitting arrangements shall minimally be equipped with the following before 0730 hrs:-

(aa) Water bottle (freshly filled water in a clear, pearl pet bottle).
(ab) Clean glasses (good quality with a lid).
(ac) Clean workstation including cleaning of the workstation fixtures, emptying of dustbins, cleaning + of office furniture, etc.

(iv) The activities mentioned above are illustrative and not exhaustive, the service provider to ensure high standards of cleanliness for the workstations.

(v) Complete office cleanliness, including officers, toilets, conference rooms, pantries, corridors, terraces, outer areas, stairs, etc. Up keeping all interiors including furniture/furnishing by using vacuum cleaner, detergents etc, as permitted and removing all dusts, daily, with all labour and material.

(vi) Cleaning Venetian blinds, windows glazing, glass exteriors every alternate day.

(vii) In toilets, toilet paper, perfume candles and liquid soap, bath soap of approved quality and size, deodorize (Odonil) etc. Stocks are to be provided and replenished on a regular basis. Providing liquid soap in all soap containers of the urinal cubes and air purifiers etc in all areas of Enclave.

(viii) Providing insecticide and pest control solution for the whole premises (once every 45 days) to ensure the place to be free from termites/mosquitoes/cockroaches/lizards/flies/rats/rodents.

(ix) Removal/disposal of tainted materials, wastages from all the rooms, kitchens, stores, toilets and common approach, corridors besides maintaining all smooth surfaces, porcelain fixtures, plastics, PVC fixtures, cleaning of all light fittings, fixtures switch boards, fans. Telephones, table lights, tables, chairs, doormats, etc, and fittings by suitably polishing the same with the use of agents, chemicals, detergents at least one time during the day as and when required. All the areas to be suitably disinfected by using spraying insect repellent/killer and room fresheners of approved shall be used.

(x) Checking and maintaining the various checklists Viz. Toilet checklists, common area checklists, ect.

(xi) Preparations of cleaning schedules as per the Organization standard and compliance of the same on regular basis – weekly, monthly, quarterly, scheduled activities and reporting completion of the same.

(xii) Maintenance of wooden and other surfaces, removal of all stains, scales, deposits, trained materials, used materials etc. form all fittings, furniture, upholstery, fixture, all type of ceilings, windows, metal items etc. (once a week) using effective chemical agents, disinfectants, purifiers etc. from all rooms.

(xiii) All the foot mats of best quality at the entrance, to be provided and maintained clean and tidy by the service provider.

(xiv) Managing and grooming the plantations in the designated places in the premises of the organization, the service provider shall ensure daily watering of the plantations along with frequent introduction of changed plantation as per season.

PART III – STANDARD CONDITIONS OF RFP

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

1. **Law**: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract**: The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and 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 construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

4. **Penalty for use of Undue influence**: The Second party undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the first party 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 tilized 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 Second party or any one employed by him or acting on his behalf (whether with or without the knowledge of the second party) or the commission of any offers by the second party 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 the first party to cancel the contract and all or any other contracts with the Second party and recover from the Second party the amount of any loss arising from such cancellation. A decision of the first party or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Second party. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Second party towards any officer/employee of the first party or to any other person in a position to influence any officer/employee of the first party for showing any favour in relation to this or any other contract, shall render the Second party to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the first party.

5. **Agents / Agency Commission**: The Second party confirms and declares to the first party that the second party is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the second party nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Second party agrees that if it is established at any time to the satisfaction of the first party that the present declaration is in any way incorrect or if at a later stage it is discovered by the first party that the Second party has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Second party will be liable to refund that amount to the first party. The Second party will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The first party will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Second party who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LABOUR rate. The first party will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts**: In case it is found to the satisfaction of the first party that the Second party has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Second party, on a specific request of the first prty, shall provide necessary information/ inspection of the relevant financial documents/information.

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

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

9. **Termination of Contract**: The first party shall have the right to terminate this Contract in part or in full in any of the following cases:-
(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (02 days) after the scheduled date of delivery.
(b) The second party is declared bankrupt or becomes insolvent.
I The delivery of material is delayed due to causes of Force Majeure bymore than (03 days) provided Force Majeure clause is included in contract.
(d) The first party has noticed that the second party has tilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
(e) As per decision of the Arbitration Tribunal.

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

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

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

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

14. **Taxes and Duties**

(a) **In respect of Foreign Bidders:** All taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the parties under the present contract in their respective countries.

b) **In respect of Indigenous bidders**

(1) **General**

(i) If any concession is available in regard to rate/quantum of any Duty/tax, as mentioned by the Seller in their bids, relevant certificate will is issued by the Buyer to enable the Seller to obtain exemptions from taxation authorities.

(ii) Any changes in levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed re-imbursement by the Buyer to the extent of actual quantum of such duty/tax paid by the Seller. Similarly, in case of downward revision in any such duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller. Section 64-A of Sales of Goods Act will be relevant in this situation.

(iii) Levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, ect on final product will be paid by the Buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of the their product.

(2) Goods and Services Tax (GST):

(i) GST will be paid to the seller at the rate applicable based on description, HSN/SAC code and relevant schedule of CGST Act.

(ii) In pursuance with section 171(1) of CGST Act, an undertaking is to be effected by the seller declaring that "Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit (ITC) shall be passed on the recipient by way of commensurate reduction in prices" Further, in case it is detected by the government that any ITC has accrued to the seller as a result of migrating to GST, after receiving the consideration/reimbursement for his supplies, the seller is mandated to refund the same accordingly to the paying Authority, giving details and particulars of the transactions.

(iii) Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of GST on raw materials and /or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

Part IV – SPECIAL CONDITIONS OF RFP

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

(1) **Performance Guarantee**: The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank 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 **Tenure of Contract**. The specimen of PBG is given in Form DPM-15 (Available in MoD website).

(2) **Option Clause**: The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same 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 the Buyer to exercise this option or not.

(3) **Payment Terms for Indigenous Bidder:** It will be mandatory for the Bidder to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques. Wherever feasible. No advance payments will be made. The payment will be made on the basis of satisfactory certificate by the User on monthly/quarterly basis.

4. Payment terms for Indigenous service provider advance payment

Paying Authority

(a) **Indigenous Bidder** (Name and address, contract details). The payment of bills will be made on submission of the following documents by the Bidder/**Contractor** to the Paying Authority along with the bill:

(i) Ink-signed copy of contingent bill/Bidder's bill
(ii) Ink-signed copy of Commercial invoice / Bidder bill. **NA**
(iii) Copy of Contract/Contract with U.O number and date of IFA's concurrence, where required under delegation of powers.
(iv) **CRVs in duplicate NA**
(v) Claim for statutory and other levies to be supported with requisite documents/ proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ ESIC contribution with nominal roll of beneficiaries, etc as applicable**. NA**
(vi) Exemption certificate for Excise duty/ customs dut. **NA**
(vi) Guarantee / Warranty certificate. **NA**
(vii) **Performance Bank Guarantee** / Indemnity bond where applicable.
(viii) DP extension letter with CFA's sanction, U>O number and date of IFAs concurrence where required under delegation of powers, indicating whether extension is with or without LD.

(ix) Details of electronic payment viz account holders name, Bank name, Branch name and address , Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract / contract)

(x) Any other document / certificate that may be provided for in the work order/ contract

(xi) <u>Satisfactory certificate</u>

(xii) <u>Xerox copy of PBG</u>

(Note – From the above list, the documents that may be required depending upon the peculiarities of the services being undertaken, may be included in RFP)

(b) Every person employed for security services or conservancy services should have individual bank account; and the proof of payment of minimum wages in to the respective bank account is to be made available unit on a monthly basis and the paying authority should release payment only after obtaining due confirmation from the unit that proof of payment of wages has been submitted to the unit. Similarly the proof payment of EPF and ESI in to the respective accounts pertaining to the personnel to made available to the unit for relase of monthly payment to the agency.

5. **<u>Fall Clause</u>** The following fall clause will form part of the contract placed on successful Bidder.

(i) The price charged for the services provided under the contract by the Contractor shall in no event exceed the lowest prices at which the Bidder bids the services or offer to provide services of identical description to any persons/ Organisation including the user or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all contracts placed during the currency of the rate contract is completed.

(ii) If at any time, the said period the Bidder reduces the rates of services, provided such services to any person / organisation including the user or any Dept. of central Govt. Or any Department of the state government or any Statutory undertaking of the Central or State Government as the case may be at a rate lower than the rates chargeable under the contract the firm shall forthwith notify such reduction to the user. The existing or previous Rate Contracts as also under any previous services entered in to with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and / or private parties and bodies.

6. **<u>Penalty Clause:</u>**In case any complaint is received from the users, the following be followed:-

(a) **<u>Uniform:</u>** A penalty of Rs. 100.00 per head per day will be levied for non wearing of proper uniform as approved by COA and the same will be deducted from monthly bills to the contractor.

(b) **<u>Punctuality:</u>** In case of late reporting of any worker a penalty @ 10% of the daily contract value will be recovered from the contractor from monthly bill.

(c) **Performance:** Any sub- optimal / short fall in providing requisite man power / services noticed by inspection team of COA a penalty @ 25% of the daily contract value will be entailed.

(d) **Risk & Expense Clause**:

(i) Should the defect rectification be not undertaken within 07 working days post communication of defect to your office, the Buyer shall after granting the Seller 05 days to rectify defect be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(ii) In case of a material breach that was not remedied within 15 days, the BUYER shall, having given the right of first refusal to the service provider be at liberty to purchase, manufacture, or procure from any other source as he things fit other stores of the same or similar description to make good such defect against Risk & Expense Clause.

(iii) Any excess expenditure incurred on repair of equipment or parts there of or value of any service/stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 10 % of the value of the contract

(e) The customer shall be entitled to deduct from the pending bills of the contractor all such sums of money as may be claimed by the govt. in terms of herein mentioned as clauses of the agreement. Any sum of money not covered by the amount of said bill shall be liable to be deducted from the PBG of the contract.

(f) **Non payment of Minimum Wages:** "The contractor shall make payment to the outsourced personnel under the contractor in the presence of a nominated CG officer of the unit on or before within the 7 days of every month. In case where payment is made through bank, a copy of the details of the payment made to be submitted to the nominated officer by within 10 days of every month. In the event where the contractor fails to make the payment of wages by the stipulated date or make less payment the Indian Coast Guard reserves the right to make the payment to the outsourced personnel by deducting any amount payable to the contractor under any contract or debt payable to the contractor".

Under payment of wages, 'Proof of payment to the Employees less their contribution (Employees' share) towards EPF, ESI' to be provided by the contractor along with the bills for every month.

(g) **Inspection Authority**:- The Commander, CGDHQ-6 (AP), Post Box No. 1128, Malkapuram (PO), Visakhapatnam-11.

7. **Minimum Wages**:- The contractor should ensure payment of existing minimum wages as per Minimum Wages Act, 1948 as revised from time to time to the conservancy staff deployed by him. No advance to the Minimum Wages Act, 1948 will result in cancellation of the contract, forfeiting if EMD/PBG and appropriate administrative action. The contractor would be required to ensure payment to the manpower to be deployed by him for execution of the proposed conservancy services at CGDHQ-6 (AP) contract as per the **existing minimum wages promulgated by the Central/State Government whichever is higher.**

8. "Wages rates are to be quoted in accordance with the State/Central Government rate, whichever is higher applicable for Outsourcing of conservancy services for the period of one year. Minimum Service charges not less than 5% over and above and above that Minimum Wages to be quoted separately in words and figures. In case of more firms quoting same rates, either lottery system or method of dividing the period of duration of contract between the bidders will be followed at the discretion of Competent Financial Authority to select the vendor. The rates quoted in paise will be acceptable only upto two decimal places and any rate quoted beyond two decimal places will be treated as 'freak' and quote will be rounded off to the nearest Rupee. For example, Rs. 7.68 will be rounded off to Rs. 8.00. Similarly, Rs. 7.45 will be rounded off to Rs. 7.00 and so on. GST will be reimbursed on actual. The minimum wages should include all the items of wages, allowances and statutory emoluments due as notified by the State/Central Government from time to time."

9. In case of manual disbursement of wages (by cash) in compelling circumstances, The Commander, CGDHQ-6 (AP) will nominate an authorised representative who will be present at the place and tome of the disbursement of the wages and the Controller shall ensure the disbursement of the wages in the presence of authorised representative. The place and time of disbursement shall invariably be in the work premises and during the working hours of the office and the same shall be intimated by the Contractor in advance. The working hours of the office and the same shall be intimated by the Contractor in advance. The bill for conservancy services should be furnished along with the copy of wages roll countersigned by the OIC CGDHQ-6 (AP).

10. **EPF, ESI, EDLI**:- The amount of EPF, ESI, EDLI shall be quoted strictly as per prescribed Govt. rates. However payment for these statutory obligations will be made with monthly bills on production of documentary evidence to the effect that the same has been deposited by the Contractor in the concurred account of the individual conservancy staff deployed on duty.

11. **Under EPF, ESI, Proof of remittance of Employer's share and Employee's share of EPF/EDLI & ESI to the respective account also to be provided by the contractor along with the bills for every month.**

12. **EPF/ESI Account numbers in r/o each employee to be provided to them for their access to their EPF/ESI account**.

13. The Contractor shall also abide by the provisions of the Child Labour (Provisions and Regulation) Act, 1986.

14. The contractor shall pay to the labour employed by him wages as per the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Act, 1971.

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

16. It shall be responsibility of the Contractor to issue employment card to each labour as per prescribed format and to maintain the muster roll, the wage register and other register as provided in the Contract Labour (Regulation and Abolition) Act and all employees to be provided with their EPF/ESI number for their necessary access.

17. The contractor shall arrange for such facilities as provided for the Contract Labor (Regulation and Abolition) Act for the welfare and health of the labour employed on the work.

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

(a)	First Complaint	-	Written warning
(b)	Second & Third complaint	-	Written warning/show cause notice.
(c)	Fourth & Fifth complaint	-	Deduction of 1\4 amount of monthly bill
(d)	Sixth Complaint	-	Issue to show cause notice for termination of contract and PBG of the contract will be forfeited

26. **Compliance of Labour Laws**:- The contractor shall fulfill all obligations under various labour laws in force regarding deployment of contract workers in respect of services provided under this contract.

27. **Pre-bid conference**: **A pre-bid meeting prior submission of bids is scheduled on___ Aug 18 for clarification on issues observed by the bidders and clearing, doubts, if any, about the specification and other technical details. The pre-bid meeting will be held at meeting room, DHQ-6 (AP) and has to be attended by proprietor, authorised rep (with authorization letter). No revision of Commercial Bid would normally be permitted after opening of the Technical Bid.**

Part-V – EVLUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria**: The board 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) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment 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.

c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format at Para 2 below. The consideration of taxes and duties in evalution process will be as follows:

(i) In case where only indigenous Bidders are completing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.

(ii) In cases where both foreign and indigenous Bidders are competing, following criteria would be followed:

(aa) In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.

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

19. The Contractor shall be responsible for all commissions and omission on part of manpower engaged for the purpose. The Commander, CGDHQ-6 (AP) shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of the contractors employees performing duties under this contract.

20. The contractor shall be obliged and solely responsible to comply with all statutory security requirements in respect of manpower engaged by the firm and the Commander, CGDHQ-6 (AP) shall not be a party to any dispute arising out of such deployment by the contractor.

21. The manpower deployed by the contractor under this contract shall be the employee of the contractor and no circumstance shall ever have any claim of employment with the Commander, CGDHQ-6 (AP).

22. **Uniform**:- The Conservancy staff deployed by the contractor shall be in distinct/neat uniform including Shirt/Trouser alongwith cap and pair of canvas shoes for men, with logo of the firm embossed. The sample of the **uniform** is to be approved by the contract operating authority at least 10 days prior to commencement of the contract. In order to maintain neat and clean uniforms at all times at least two uniforms to be issued to employees per annum.

23. **Responsibility of payment of wages**:- "The contractor shall make payment to the outsourced personnel under the contractor in the presence of a nominated CG officer of the unit on or before within the 7 days of every month. In case where payment is made through bank, a copy of the details of the payment made to be submitted to the nominated officer by within 10 days of every month. In the event where the contractor fails to make the payment of wages by the stipulated date or make less payment the Indian Coast Guard reserves the right to make the payment to the outsourced personnel by deducting any amount payable to the contractor under any contract or debt payable to the contractor".

24. **Registers and other Records to be Maintained**:- The registered and records that will be maintained by Contractor are as follows:-

(a) Register for the persons employed/deployed. The details in the register will be signed/authenticated daily by the person deputed by The Commander, CGDHQ-6 (AP).

(b) Services Certificate is to be issued to every conservancy staff on termination of employment for any reason.

(c) Form or Register or Wages cum Muster Roll. The same will be countersigned by The Commander, CGDHQ-6 (AP) or an officer appointed by him on the day the wages is paid in the presence of the representative of the Principle Employer.

(d) Wage Slip which will be issued to each worker on the day of wages is paid in the presence of the representative of the Principle Employer duly quoted with their EPF and ESI numbers.

(ab) In case of Indigenous Bidders, excise duty of fully formed equipment would be offloaded.

(ac) Sales tax and other local levies, ie. Octori entry tax etc. Would be ignored in case of indigenous Bidders.

d) The Bidders are required to spell out the rates of Customs duty, Excise duty VAT, Service Tax/GST etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of price. If reimbursement of Customs duty/Excise duty/VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulated it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained after the opening of tenders. If a bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty/Excise Duty/VAT duty upto any value of supplied from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have, if any concession is available in regard to rate/quantum of customs duty/Excise Duty/VAT, it should be brought out clearly, Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless is such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fall to compaly with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

e) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

f) The Lowest Acceptable Bid will be considered further for placement of contract/Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts only to Bidders for being lowest in all the category of security personnel and, if it is convinced that Lowest Bidder is not in a position to supply fulfill the contract obligations in stipulated time the Buyer can do Apportionment of Quantity.

g) Any other criteria. NA

2. **Price Bid Format**:- The price bid format is enclosed at appendix "B" and the bidders are required to fill this up correctly with full details.

Thanking you,

Your faithfully,

Sunita Sharma

(Sunita Sharma)
Commandant (JG)
Dist. Logistics Officer
for COMDIS-6

Annexure II

TECHNICAL Ors- OUTSOURCING OF CONSERVANCY SERVICES

FORMAT OF CAPABILITY REPORT OF FIRMS

(Final information to be furnished by the firm)

1	Name and registered address of the firm			
2	Name and address of the Proprietor/managing Direction of the firm.			
3	Telephone		Office	
			Fax	
4	Details of the organization			
	(a)	Brief history		
	(b)	Present set up including pat services Rendered to government organization		
	I	Any future expansion		
	(d)	Financial position of the firm		
5	Whether the firm is			
	(a)	DGR Sponsored Agency?		
	(b)	Private Security Agency?		
6	In case of DGR Sponsored Agency			
	(a)	Empanelment No. & Seniority		
	(b)	Whether ESM Proprietor over aged (> 60 years)?		
	I	PAN Card No. of ESM		
	(d)	Is Commercial address of the Agency within/near the place of duty?		
	(e)	Does the agency have		
		(i)	Service Tax Registration	
		(ii)	EPF Registration	
		(iii)	ESI Registration	
		(iv)	Labour Licence	
		(v)	Licence for operation in the State Issued by Tamil Nadu State Government Under PSARA Act 2005.	
	(f)	List of customers and no. of conservancy staff being presently provided.		
	(g)	Whether 100% Ex-Servicemen are employed as Cleaner/Gardner/Supervisor?		
	(h)	Training program of Cleaner/Gardner/Supervisor		
	(j)	Whether the firm complies with all the guidelines issued by DGR?		
7	In case Private Conservancy Agency			
	(a)	Licence No. issued by the Controlling Authority Under TN private Conservancy Agencies Rule 2008.		
	(b)	Validity of the Licence		
	I	Does the agency have		
		(i)	Service Tax Registration	
		(ii)	EPF Registration	
		(iii)	ESI Registration	
		(iv)	Labour Licence	

	(d)	Training program of the Cleaner/Gardner/Supervisor	
	(e)	List of customers and no. of Conservancy services being presently provided	
	(g)	Percentage of EX-servicemen supervisor to be provided	
	(h)	Whether Agency maintains a Register From VIII as prescribed by TN PSN Rules 2008?	
	(j)	Whether Agency mandates its conservancy staff to put on uniform, if so details thereof	
	(k)	Whether Agency issues Photo Identity cards to its Cleaner/Gardner/Supervisor	
	(l)	Whether the firm complies fully all the provisions of TN PSA Rules 2008?	

8. Any other information you may wish to provide.

Place: Signature

Date: Name

Seal Description

Appendix "A"

SUBMISSION OF TECHNICAL BID

(To be submitted in a separate sealed envelope with all supporting documents)

FORMAT OF TECHNICAL BID

OUTSOURCING/HIRING OF CONSERVANCY SERVICES OF CG ASSETS AT VISAKHAPATNAM

The Technical Bid format is given below and Bidders are required to fill this up correctly with full details.

Sl	Particulars	Specification of items offered	Compliance to RFP Specification on whether Yes/No	In case of Non compliance, deviation from RFP to specified in unamb of terms
1.	Firms should have three years experience in providing conservancy personnel (Supervisor/Cleaner/Gardner). Successfully completion/experience certificate issued by reputed firms/organization/Govt departments may be enclosed in support of this.			
2.	Audited balance sheet for past three years to be produced.			
3.	Proof of registration of the firms under Central/State Govt regulation/license of labor commissioner for providing conservancy services			
4.	Copy of GST registration certificate			
5.	Latest Income Tax/Service tax clearance certificate with a PAN. Copy of income tax return for the last year			
6.	A certificate by service provider starting that rates for personnel engaged by the firm for meeting the conservancy services are to be paid based on minimum wages rates fixed by the State/Central Government whichever is higher, statutory dues such as EPF, ESI contribution, Admin charges EDLI etc			

7.	Whether firm registred with state govt. and/or sponsored by DGR. If yes, documents/details to be produced			
8.	Proof of ESI and EPF registration to be attached			
9.	A copy of labour license to be attached			
10.	Earnest Money Deposit for the amount of Rs. ________ in the form as mentioned in para-13 of this RFP part-I			
11.	Certificate of the confirmation of the acceptance of the standard conditions of the request for proposal mentioned in Part-III & IV of RFP, which will automatically bo considered as part of the contract concluded with the successful bidder (i.e service provider in the contract) as selected by the Coast Guard DHQ-6 (AP). Failure to do so may result in rejection of the bid submitted by the bidder.			
12.	Certificate that the bidder is the original service provider of the services and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Government of India or any of jis functionaries whether officially or unofficially, to the award of the contract to the sheller, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation.			

THIS IS TO CERTIFY THAT I/WE BEFORE SIGNING THIS TENDER HAVE READ AND FULLY UNDERSTOOD ALL THE TERMS AND CONDITIONS CONTAINED HEREIN AND UNDERTAKE MYSELF/OURSELVES ABIDE BY THEM

Company Seal

(Signature of the Bidder)
Name and address
(with seal)

Place.____________________

Date.______________

Note:- wherever documentary evidences have been asked for in the tender document, bidder is required to furnish copy of relevant documents alongwith the Technical bid. Buyer reserves the right to verify any/all documents at any time during pre-award and post –award period, which bidder will have to provuce within specified time falling which or in case of providing incorrect information: the buyer reserves the right to ask suitable action provisions of the tender/contract.

Appendix "B"

PRICE BID FOR SUPERVISOR/ GARDNER/CLEANER FOR ONE YEAR

(To be submitted in a separate sealed envelope)

COMMERCIAL BID: TENDERS FOR OUTSOURCING SECURITY AGENCY ON RATE CONTARCT BASIS AT CGDHQ-6 VISAKHAPATNAM

Note: Only single rate is to be entered in this for unarmed Conservancy staff. Noting is to be attached with this form. Commercial bid in respect of those firm qualifying in the technical bid only will be opened.

1. Name of the Firm :
2. Address of the Firm :

RATE QUOTATION FOR UNARMED SUPERVISOR/ GARDNER/CLEANER
(over writing not permitted. Amendments are to be signed by the tender)

Sl.	Description	Supervisor	Gardner	Cleaner
1	Basic wages plus Variable Dearness Allowances (VDA), if as per central government orders, to be calculated for 26 days per month			
2	ESI [@4.75% on Sl (01)]			
3	EPF [@ 12% on Sl (01) (subject to max wage ceiling of 15000/- pm)]			
4	EDLI [@0.5% on Sl (01)] (subject to max wage ceiling of 15000/- pm)]			
5	Admin Charges [@0.5% on Sl (01)] (subject to max wage ceiling of 15000/- pm)]			
6	Bonus (8.33% on Basic + VDA or Rs. 7000/- whichever is higher)			
7	Total			
8	Services Charges (profit element of the firm including uniform/material charges)			
9	Sub Total (Sl. 07+08)			
10	GST (As per Govt. order)			
11	Total per head/ per month			
12	Total per month for 01 supervisor, 04 Gardeners and 23 Cleaners			
13	Grand Total (per month)			
14	Total for 01 year (01 supervisor, 04 Gardeners and 23 Cleaners)			
15	Rounded off			

Final Amount in Words (______________________________)

Note:-

(a) Basic wages will be highest of latest minimum wages promulgated by Central/Sate Govt./respective District Collector whichever is higher.

(b) All allowance should be included in the final total.

(c) The final amount quoted will be for 01 supervisor, 04 Gardeners and 23 Cleaners for twelve months period.

(d) Break up for rates should be as per the above format. Any bid without breakup is bound to be rejected.

(e) "Nil" Service charges will not be considered/para (4)/Part IV may be considered. Service charges should not be freak one and any amount which is less than 5% will have to be treated as null and void.

(f) The rate of minimum wages if quoted as per Central Govt. order should be for 26 days/month, as the minimum wages is inclusion of rest day wages.

(g) Any extra entry or rate in the above column other than those required will be resulting in disqualification.

(h) **The points related to 'Selection of Vendor' in case more than one vendor quoting same rates, either lottery system or method of dividing the period of duration of contract between the bidders will be followed at the discretion of CFA of select the vendor.**

(Signature of the bidder)
Name and address
(with seal)