

E-mail: dhq3@indiancoastguard.nic.in
 Tele : 0824- 240 5269
 Fax : 0824- 240 5267
 Reply should be addressed to
 the District Commander

Headquarters
 Coast Guard District No.3
 Post Box 19
 Panambur Post
 New Mangalore- 575 010

Quoting: D-3/STORE/79/18-19

24 Jan 19

REQUEST FOR PROPOSAL (RFP) NO. D-3/STORE/79/18-19 DATED 24 JAN 19

**OUTSOURCING OF CONSERVENCY AND SWEEPING/CLEANING
 OF CG OFFICE PREMISES/CG AREA IN MANGALORE
 FOR THE PERIOD FROM 01 MAR 19 TO 29 FEB 2020**

Sir,

1. Bids in sealed cover are invited for supply of items/services listed in Part II of this RFP. Please super scribe the above mentioned Title, RFP number and date of opening of the bids on the sealed cover to avoid the Bid declared invalid.

2. The address and contact numbers for sending bids or seeking clarifications regarding this RFP are give below:-

- (a) Bids/queries to be addressed to : The District Commander
- (b) Postal address for sending the Bids : Headquarters
Coast Guard District No. 3
Post Box 19
Panambur Post
New Mangalore- 575 010
- (c) Name /designation of the contact personnel: Regulating Officer
- (d) Telephone numbers of the contact personnel: 0824-2405269
- (e) E-mail ids – dhq3@indiancoastguard.nic.in
- (f) Fax number: 0824-2405267

3. The RFP is divided into five Parts as follows:-

- (a) Part I - Contains General Information and Instruction for the bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc
- (b) Part II- Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

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- (c) Part-III- Contains Standard Conditions of RFP, which will form part of the Contract with the successful bidder.
- (d) Part IV- Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
- (e) Part V- Contains Evaluation Criteria and Format for Price Bids.

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

5. **Pre- Bid Conference.** A pre Bid conference will be conducted on 31 Jan 2019 at 1200 Hrs in the Office the Commanding Officer, Indian Coast Guard Station New Mangalore, Panambur, New Mangalore – 575 010. The participating firms are required to depute their representative(s) to attend the conference.

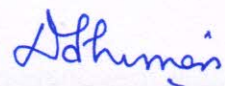
6. Acceptance of Terms & Conditions. The tenderer shall clearly mention the following in their offer letter:-

'WE ACCEPT ALL THE TERMS AND CONDITIONS MENTIONED IN TENDER ENQUIRY NO.....'

7. The Para marked with "NA" will not be considered as part of RFP.

Thanking you,

Yours faithfully,



(Deepika Dhiman)
Deputy Commandant
Logistics Officer
for District Commander

Enclosure. As above

PART I – GENERAL INFORMATION

1. Last date and time for depositing the Bids: 1000 Hrs on 08 Feb 19. 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. The Sealed Bids should be either dropped in the Tender Box placed near Security office/main gate of this Headquarters or sent by registered post at the address given above 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 (unless they have been specifically called for by these modes due to urgency).

3. Time and date for opening of Bids: 1500 Hrs on 08 Feb 19. (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. At CGDHQ-3 Main Gate. 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 Bids. CGDHQ-3 (Reception). 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. NA

7. Forwarding of Bids. Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like valid service tax registration number, TIN 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 7 (seven) 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. 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 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. Clarification regarding contents of the Bids. During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for

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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. 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.

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

13. Validity of Bids. The Bids should remain valid till **90 days** from the date of opening of tender.

14. Bid Security/Earnest Money Deposit. Bidders are required to submit Earnest Money Deposit (EMD) for an amount of Rs. **1,02,060.00.00** (Rupees **One Lakh Two thousand Sixty** only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business in favour of District Commander, CGDHQ-3, Panambur, New Mangalore as per Form DPM-16 (Available in MoD website and can be provided on request). The EMD is to remain valid for a period of forty-five days beyond the final bid validity period. The 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. The EMD is not required to be submitted by those Bidders who are registered for the same item/range of products/goods or services with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

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PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

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

Annual rate contract for outsourcing of following housekeeping staff for Conservancy and Cleaning of CG assets at Panambur, Kunjathbail, Kankanady and Bhengre, CGAOT & CGPOT Bangalore for the period from 01 Mar 19 to 29 Feb 20, as mentioned below, as per terms and conditions of the RFP enclosed:

Supervisor - 01 No (At Mangalore)
House keeper - 24 Nos (23 Nos at Mangalore and 01 Nos at Bangalore)

S.No.	Locations	Description	Area in Sq. Ft
(a)	DHQ-3, Panambur		
		<u>Administrative Building</u>	
		<u>Ground Floor</u>	
		Recreational Room	830
		Armoury	120
		DMO Office	120
		Canteen	560
		Canteen store	150
		MT Store Room	120
		Boatswain store	130
		Generator room	200
		EXO Office	220
		Ships Office	260
		Toilet – 03 Nos	460
		Verandah	1500
		Stair case	02 No
		<u>First Floor</u>	
		LOGO Office	260
		DTO Office	260
		IFA Office	200

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	Store Office	200
	Clothing Store	200
	Naval Stores	840
	LP Section	260
	MT Section	260
	Technical Section	270
	Victualling Stores	200
	MLR Changing Room	200
	P/Nvk Rest Room	190
	SO's Rest room No.1	120
	Ladies Rest Room	120
	Civilian Rest room	120
	Old Record Room	600
	Junior Sailors Dining Hall	320
	Senior Sailors Dining Hall	320
	Station Galley	85
	Verandah	1437
	Toilets/bathroom – 3 Nos	460
	Staircase	02 Nos
	<u>Second Floor</u>	
	DWO office	120
	Works Office	200
	Civilian Section	120
	Main Signal Office	320
	Communication Equipment Room	320
	Ops Section	320
	DOPO Office	320
	Station Library	250
	IT Section	200

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		COMDIS Office	266
		Bathroom in COMDIS office	54
		Staff Officer's Room	320
		Visitor's Room	192
		Motivational Hall	495
		Conference Hall	495
		Verandah	1437
		Bathroom/toilets – 02 Nos	340
		Stair case	01 No
	<u>Guard Room Complex</u>	<u>Guard Room Complex</u>	
		Regulating Office	150
		DSSO Room	110
		Visitor's Room	150
		Toilet/bath room – 01 No	120
	<u>Open Area</u>	Open Area including garden (excluding Ward Room Mess)	53800
		Road area	12470
(b)	New CG OTM Complex	Floor area	25188
		Total area	76887
©	CG Land at Kunjaithbail	Road Area	39775
		Open Area	236500
(d)	CG Land at Kankanady	Road Area	16460
		Open Area	25824
(e)	CGAE NML at Bajpe	Old Terminal Building at AAI, Bajpe	2553.86
(f)	Hoverport at Bhengre	Open Area	60702.8
(g)	CGAOT , CGPOT Bangalore	Building area	18792.0
		Land 2.5 acre	

2. Technical Details.

(a) Specifications

- NA

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(b) Requirement of installation/commissioning - NA

(c) Requirement of technical documentation - NA

3. Two-Bid System - NA

4. Delivery Period. The contractor shall be responsible to provide the services from 01 Mar 19 or the date of agreement, whichever is later. Please note that contract can be cancelled unilaterally by the buyer in case services are not received within the contracted delivery period.

5. INCOTERMS for Delivery and Transportation – ("E" / "F" / "C" / "D" Terms).
NA

6. Consignee Details. **The Commander, CGDHQ-3**
Headquarters
Coast Guard District No. 3
Post Box 19
Panambur Post
New Mangalore- 575 010

7. The prospective bidders are requested to visit this office on any working day to inspect the areas covered under the contract to satisfy and understand the scope of work to be executed as per this tender before participating in the Tender and then quote the rate/amount per month for the work, because no subsequent request of the bidder for additional payment/claim on any account will be entertained by the office under any circumstances.

8. The tenderer should quote their rates for services of persons for **per month** in figure as well as in words. Alterations unless legibly attested by the tenderer shall disqualify the tender. The tender form should be signed by the tenderer themselves. The rates should be quoted after taking into account the **Provisions of Minimum Wages Act, PROMULGATED BY Govt. of India, Ministry of labour & Employment** and other statutory provisions.

9. All the terms and conditions in these tender documents will be a part and parcel of the agreement/contract to be executed by the contracting agency with the department/government.

10. Every paper of the bid should be signed by the Bidder with seal of Agency/Firm/Company. Terms and conditions enclosed with this letter are also to be duly signed by the firm and enclosed with their respective bids.

11. The responsibility of compliance of minimum wages act provisions of Govt. of India, Ministry of Labour & Employment rests with the Contractor under this contract.

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PART III – STANDARD CONDITIONS OF RFP

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

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

2. Effective Date of the Contract. Normally the contract shall come into effect on the date of its acknowledgment by the Seller (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 Order.

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 (for indigenous trade) / DPM-8 (for foreign supplies) / DPM-9 (available in MoD website and can be provided on request).

4. Penalty for use of Undue influence. The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contract 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 disfavour to any person in relation to the present Supply Order or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the Contract and all or any other Contacts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other Contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the Contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. Agents / Agency Commission. The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the Contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in

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respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any Contracts concluded earlier with the Government of India.

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

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

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

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

(a) The delivery of the services is delayed for causes not attributable to Force Majeure for more than (02 months) after the scheduled date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The delivery of services is delayed due to causes of Force Majeure by more than (03 months) provided Force Majeure clause is included in contract.

(d) The Buyer has noticed that the Seller has utilised 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.

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

12. Patents and other Industrial Property Rights. The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copy right, registration charges, trade marks and any other industrial property rights. The Seller shall indemnify the Buyer against all claims, including claim by any third party at any time on account of the infringement of any or all the rights mentioned in the previous subparagraph, whether such claims arise in respect of manufacture or use. The seller shall be the responsibility of the Seller to complete the supplies irrespective of the fact of infringement of any such rights of tools spare and technical literature and training aggregates irrespective of the fact.

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.-NA

(b) In respect of Indigenous bidders

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

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

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

(iv) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was 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 such duty/tax will not be charged by him even if the same becomes

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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 such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(v) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any 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.

(vi) On the bids quoting service tax, the rate and the nature of tax applicable at the time of supply should be shown separately. Taxes will be paid to the seller 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 service tax and the same is payable as per the terms of the contract.

15. Pre-Integrity Pact Clause – NA

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PART IV – SPECIAL CONDITIONS OF CONTRACT

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

1. Performance Guarantee.

(a). In case of Indigenous Seller. 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 5% of the contract value within 30 days of signing of this contract. Performance Bank Guarantee will be valid up to 60 days beyond the date of expiry of the contract. The specimen of PBG is given in Form DPM-15(Available in MoD website and can be provided on request).

(b). Foreign cases. NA

2. Option Clause. NA

3. Repeat Order Clause. NA

4. Tolerance clause. NA

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

(a) Payment will be made on post monthly basis/number of days service provided after successful execution of supply/job orders issued against the RC during this period.

(b) Amount of LD risk Expenses/penalty etc., if any will be deducted from the billing amount.

(c) Payment of Bills. Monthly bills for bonafide use of conservancy staff to be submitted by the contractor latest by the 3rd day of the subsequent month to CGDHQ-3 along with the requisition issued. Payment will be made through JCDA Office of JCDA (N) Kochi subject to timely submission of bills by the contractor.

6. Payment terms for Foreign Sellers. NA

7. Advance Payments. No advance payments will be made.

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8. Paying Authority.

(a) Indigenous Sellers – (JCDA(N) Kochi). The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:-

- (i). Ink-signed copy of contingent bill / Seller's bill.
- (ii). Ink-signed copy of Commercial invoice / Seller's bill.
- (iii). Copy of Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (iv). CRVs in duplicate.
- (v). Inspection note.
- (vi). 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.
- (vii). Exemption certificate for Excise duty / Customs duty, if applicable.
- (viii). Bank guarantee for advance, if any.
- (ix). Guarantee / Warranty certificate.
- (x). Performance Bank guarantee / Indemnity bond where applicable.
- (xi). DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- (xii). 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).
- (xiii). Any other document / certificate that may be provided for in the contract.
- (xiv). User Acceptance.
- (xv). Xerox copy of PBG.

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

(b) Foreign Sellers – NA

9. Fall clause. The following fall clause will form part of the contract:

(a) The price charged for the service of Conservancy and sweeping/cleaning of CG assets in Mangalore under the contract by the Contractor shall in no event exceed the lowest prices at which the Contractor has done service of Conservancy and sweeping/cleaning or offer for service of Conservancy and sweeping/cleaning Conservancy and sweeping/cleaning of identical description to any persons/Organization including the Customer 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 the contract placed during the currency of the rate contract is completed.

(b) The Contractor shall furnish the following certificate to the Paying Authority along with each bill for payment for service provided against each supply order, "We certify that there has been no reduction in service/sale price of the stores of description identical to the service supplied to the Government under the contract herein and such services have not been provided sold by me/us to any person/organization including the Customer or any department of Central Government or any Department of a state Government or any

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Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of services during the currency of the contract at price lower than the price charged to the government under the contract except for quantity of services categories under sub clauses are mentioned below :

(i) Services/sale of goods as original at price lower than the prices charged for normal replacement.

(ii) Service/sale of goods at lower price on or after the date of completion of sale/placement of order of goods by the authority concerned under the existing or previous rate contracts as also under any previous contracts entered into with the Central or State govt. Depts., including their undertakings excluding joint sector companies and/or private parties and bodies."

10. Exchange Rate Variation Clause. NA

11. Risk & Expense clause.

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

(b) Should the services or any installment thereof not perform in accordance with the specifications / parameters provided by the Contractor during the period of contract, the Customer shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a service breach that was not remedied within 45 days, the Customer shall, having given the right of first refusal to the Contractor be at liberty to purchase, other services of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the services remaining to be provided there under.

(d) Any excess of the value of any services provided from any other Contractor as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the Contractor.

12. 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.

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(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 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

13. **Buy-Back offer.** NA
14. **Specification.** NA
15. **OEM Certificate.** NA
16. **Export License.** NA
17. **Earliest Acceptable Year of Manufacture.** – NA
18. **Buyer Furnished Equipment.** – NA
19. **Transportation.** The following Transportation clause will form part of the contract placed on successful Bidder :
 - (a). CIF/CIP – NA
 - (b). FOB/FAS – NA OR
 - (c). FCA – NA
20. **Air lift.** NA
21. **Packing and Marking.** NA
22. **Quality.** NA
23. **Quality Assurance.** NA
24. **Inspection Authority.** NA
25. **Pre-Dispatch Inspection.** NA
26. **Joint Receipt Inspection.** NA

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27. **Franking clause.** NA
28. **Claims.** NA
29. **Warranty.** NA
30. **Product Support.** NA
31. **Annual Maintenance Contract (AMC) Clause.** NA
32. **Engineering Support Package (ESP) clause.** NA
33. **Price Variation (PV) Clause.** Wages will be governed by the notification issued by **Provisions of Minimum Wages Act, PROMULGATED BY Govt. of India, Ministry of labour & Employment** subject to changes from time to time.
34. **Accidents -** In circumstances. when the personnel is involved in services meet with an accident, resulting in loss or damage to property or life with respect to the person or any third party, the responsibility for any legal or financial implication shall rest solely with the contractor. The District Commander, DHQ-3 or the Government of India shall have no liability, what so ever in this regard.
35. **Compliance of Labour Law** - The contractor shall fulfill all obligations under various labour laws in force regarding deployment of contract workers in respect of the services provided under this contract.
36. **Minimum Wages Act-** The contractor should ensure payment of existing minimum wages as per Govt of India, Ministry of Labour & Employment to the Conservancy staff deployed by him. Non adherence to the Minimum Wages Act will result in cancellation of the contract, forfeiting of 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 services of CG assets at New Mangalore contract as per the existing minimum wages promulgated the Govt. of India, Ministry of labour & Employment.
37. **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 concerned account of the individual security guard deployed on duty.
38. 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 on the work.
39. 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 VIII of 1923).
40. **Police Verification:** At all times, the contractor will be responsible to ensure that the security guards engaged by him are security cleared by Police Station of worker's residential area. Police verification is to be submitted **at least 10 days** prior to

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commencement of the contract. The contractor will also ensure that no person employed by him for the services has been/ is involved in any activity against the interest of state'

41. Responsibility of payment of wages- The contractor shall make payment either by cheque or Online imbursement of the salary to the contract labour employed on monthly basis/no of days under the contract on or before the 7th of every month on a date mutually convenient to both the parties. The payment in any case shall not be delayed beyond the 7th of the following month.

42. The award of the contract for the above period shall be governed by the terms and conditions as enclosed at Appendix 'A' in additional to other terms and conditions of this RFP.

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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) NA

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

(i) In cases where only indigenous Bidders are competing, 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) NA

1. NA

2. NA

3. Sales tax and other local levies, i.e. Octroi, 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, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. 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 stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entailed 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 supplies 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 in 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 fail to comply 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) In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC Selling rate of the State Bank of India on the date of the opening of Price Bids.

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(f) 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.

(g) The Buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method at a discounting rate of 10%. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.

(h) 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 to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

(i) Any other criteria as applicable to suit a particular case.

(j) The lowest bid will be decided upon the lowest price quoted by the particular bidder as per the commercial bid format given to this tender enquiry/RFP. All columns of the commercial bids shall be filled in the bidder and no column should be left blank, failing which his bid will be rejected. Quotes less than the minimum wages shall stand disqualified.

2. Price Bid Format: The Price Bid Format is given below and Bidders are required to fill this up correctly with full details. Bidders are required to quote Minimum Wages fixed by Government of India, Ministry of Labour & Employment is placed at Annexure I to this RFP :

SI	Description	01 Supervisor & 23 Housekeeper for 26 days in a month at Mangalore	01 Housekeeper for 26 days in a month at Bangalore
(a)	Wages (Basic+VDA)		
(b)	ESI[4.75% of (Basic+VDA)]		
(c)	EPF + EDLI + Adm Charges [13% of (basic +VDA)]		
(d)	Sub Total		
(e)	Service Charges/ Contractors Profit		
(f)	Total cost per head		
(g)	GST @ 18%of (basic +VDA+ Service Charges/ Contractors Profit)		
(h)	Total cost for 01 month for 01 Supervisor and 24 Housekeeper		
(j)	Total estimated cost for 12 months		
	Round Off		

Note : (i) Basic Wage will be latest minimum wage promulgated by Ministry of labour & Employment, Govt. of India Order No. 1/38(5)2018-LS-II dated 28 Sep 18(copy enclosed) as per minimum wages act.

(ii) All allowances should be included in the final cost

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- (iii) All columns of the commercial bid shall be filled in by the bidder and no column shall be left blank failing which the bid will be rejected.
- (iv) The customer reserves the right to reject any fictitious quotes or quotes which are found to be unreasonably low.

(v) Service charges should be ethical and should not be quoted as NIL (i.e, minimum service charges to be 3% on basic +VDA or more). Further, the same may be quoted taking into account section 194C of IT Act 1961 which stipulates tax deduction during payment to contractors. Service charges to be quoted as fixed amount and not in percentage. If quoted in percentage, no increase will be allowed in service charges whenever there is an increase in minimum wages (applicable to the bidders who have quoted as per minimum wages promulgated by Govt. of India, Ministry of Labour & Employment)

(vi) Coast Guard/ MoD does not bind himself to accept the lowest, or any, or all the tenders and reserves to himself, the right to accept or reject any, or all the tenders, either in whole or in part without assigning any reasons for doing so. Credibility, good services etc. will also be considered for award of contract.

3. **Determination of L-1 Bidder(s)**

A CNC will be constituted comprising Coast Guard Officers for evaluation of commercial bids received from bidders. In case price bid of two or more firm are equal, the L-1 will be decided based on the criteria given in Appendix 'B'

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Appendix 'A'
(Refers Para 42 of Part IV)

HEADQUARTERS, NO.3, COAST GUARD DISTRICT (KARNATAKA)

Post Box No. 10, Panambur
New Mangalore – 575 010

**TERMS & CONDITIONS OF THE CONTRACT FOR CONSERVANCY AND
SWEEPING/CLEANING AND GENERAL MAINTENANCE
CG AREA/OFFICES IN MANGALORE**

1. The contract will be valid for a period of one year from the date of signature of both parties. However, in the event of service rendered being found unsatisfactory or due to any other such reasons, the contract can be short closed on serving a 30 days notice from either side.
2. Unless specified otherwise, the workers of the Firm/Agency are required to report for work to the SO i/c of the respective area on all working days i.e. Monday to Saturday and Sunday as and when required. The normal working hours shall be from 8.00 AM to 4.30 PM daily with a break for lunch from 1.00 to 1.30 PM.
3. Rates quoted shall be on a monthly basis. Bills for payment shall be raised on a monthly basis. The rate quoted shall be including all kinds of taxes, levies, EPF, ESI, charges as mandatory by state/central Govt/labour laws (**as per Annexure I, Schedule of Prevalent wages**) and all other expenses which will be borne exclusively by the Agency.
4. In the event of any worker not being available for any reason, the Contractor shall immediately provide a relief without any additional charge and shall ensure high standard of maintenance. If the firm does not provide relief than Coast Guard will hire the substitute from open market at the risk and expense of the contractor.
5. Materials required for the conservancy and cleaning services will be provided by Coast Guard during the period of contract. Material issued by Coast Guard are to be used judiciously. Wastage/loss of material issued for cleaning will be borne by the contractor.
6. If the service of the Agency/Firm during any calendar month is not found to be satisfactory and the Coast Guard is compelled to incur extra expenditure on this effect, the cost of the same shall be borne by the contractor and the decision of the Coast Guard in this regard shall be final and binding.
7. The firms are required to furnish with their tenders the following documents:

PAN/TAN/CST number
Registration no. of the firm/tenderer/ company
Certificate for registration with Income Tax/Sale Tax/EPF/ESI
NEFT account number with bank details
Any other authority applicable for the present year.
8. Coast Guard premises in Mangalore are restricted areas, where movement and entry are restricted. The Contractor shall have to apply for entry passes well in advance for carrying out the work.

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9. The standard of the sanitation has to be to the satisfaction of the authorized representative of the Coast Guard.
10. The staff/ workers of the contractor shall be polite, courteous, and well behaved. The Agency/Firm shall provide sufficient sets of uniform to its employees and ensure that they wear neat and clean uniforms at all times while in premises.
11. A complete list of the Housekeeping staff, engaged by the Contractor for deployment in the site, shall be furnished by the Contractor to this office along with the complete documents. The police verification of all the employee of the contractor must be completed prior signing of the contractor/commencement of contract, whichever is earlier is mandatory. Application for entry passes are to be submitted with police verification report. Keeping in view the security requirements of Government Premises, the contractor shall neither substitute nor replace the workers whose character and antecedents have already been done through Police authorities without written and explicit approval of the Department. The substitutes, to be provided should also be deployed after Police Verifications of their character and antecedents.
12. The department shall have no liability, financial or otherwise, for any harm/ damage/injury incurred by the manpower deployed by the contractor in the course of performing their duties. Neither the contractor nor his worker shall have any claim on this Department for compensation or financial assistance on this account.
13. The Agency/Firm shall be responsible for payment of wages direct to their employees as per prevailing act/orders as applicable. If any dispute arises between the contractors and his employees in the matter of wages or their service conditions, the same will be settled by the contractor. Coast Guard in no case will be a party to any dispute in this regards.
14. Under no circumstance shall the contractor appoint any subcontractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract will be terminated without any Notice.
15. Price shall remain fixed during the contract period. There shall be no increase in price for any reason whatsoever unless revision of minimum wages by Labour department and revision of taxes by government at any stage during the currency of the Contract. However contractor's profit/administration charges will remain the same during the contract period.
16. If any of the documents furnished by the Agency/Firm is found to be false at any stage it would be deemed as breach of trust & terms and conditions and the Contractor/Agency/Firm shall be liable to legal/criminal action besides termination of contract.
17. In the event of any loss caused to the Department on account of negligence of the employee of the contractor, the Agency/firm shall make good the loss sustained by the Department either by replacement or by payment.
18. Attendance of the Workers: The attendance of the worker will be marked in the attendance Register. It will be countersigned everyday by representative of the Coast Guard appointed.
19. Child labour shall not be employed at any stage or circumstances.

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20. Any other jobs related to conservancy directed by Coast Guard, which is not covered in the list of scope of work for cleaning of CG area as specified in RFP has to be undertaken by the contractor without any extra cost.

21. Coast Guard being a defence service is a 24 x 7 service. The requirement of the service with a short notice have to be met by the contractor without any extra cost.

22. All employees of the firm should be well versed in Hindi or English.

SCOPE OF WORK (Areas covered under the contract)

The incidence/periodicity with which the different jobs under the scope of work are required to be carried out is as follows :-

(A) Twice daily and as and when required:

- (i) Sweeping of open space/roads.
- (ii) Cleaning/wet mopping of toilets and nearby areas and cleaning of Wash-basins, sinks, urinals etc. to be done on regular basis to maintain the cleanliness throughout the working hours.
- (iii) Watering in Garden and plants

(B) Once Daily and also As and When Required:

- (i) Cleaning/sweeping of all office, rooms, corridors/staircases of the administrative building and Guard Room block daily at 0800 hours and 1400 hours to be done to maintain the cleanliness throughout the working hours.
- (ii) Dusting/cleaning of Tables, cupboards, workstations, Chairs, Teapoy, Sofaset, Calendar/Pen Stand, Artificial Flowers, Brass Planters, Name Plates, Curtains/Pelmets, Book Cupboards, Spl. Shelves, A.C. Inner Unit, Computer & Computer Furniture, Photostat and other machines, Telephone Apparatus, Ash-Trays, Window panes, Switch Boards, Doors/Door Closures, Wall Hangings, dining tables, dining hall chairs, TV sets, window panes, switch boards and all other related items.
- (iii) Polishing of brass name plates, planters and brass fittings on doors.
- (iv) Removing of extra shrubs from gardens.

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- (v) Removal of garbage/waste materials from CG premises to nearest Municipality garbage collection bin.

(C) Once a Week and also As and When required (Preferably to be done on Saturdays/Sundays or Holidays):

- (i) Vacuum cleaning of carpets, curtains, venetian blinds and related fixtures/computer terminals,
- (ii) Dusting of walls, roofs from top downward.
- (iii) Removal of cobwebs.
- (iv) Dusting/brushing/cleaning upholstered chairs and sofas.
- (v) Cleaning of electric switch boards, Fans, Tube Light Fittings.
- (vi) Cleaning of windows, glass panes (from inside and outside) with cleaning material.
- (vii) Hand scrubbing and cleaning/washing of entire floor area with cleaning material.
- (viii) Cleaning/washing of sanitary/water supply fixtures, wall tiles.

(D) Once in a Month and also As and When Required (Preferably to be done on Saturdays/Sundays or Holidays):

- (i) Scrubbing and polishing of entire floor area by using appropriate scrubbing/polishing machines.
- (ii) Dusting /cleaning of panel, paintings, light and electrical fittings.
- (iii) Cleaning/washing of sanitary/water supply fixtures, wall tiles.
- (iv) Polishing of brass name plates, planters and brass fittings on doors.
- (v) Thorough cleaning of shafts adjoining all bathroom/toilets.
- (vi) Thorough sweeping cleaning of roof area of all the buildings.
- (vii) Cleaning of curtains
- (viii) Lime powder and chuna (red oxide) polish on both side roads, road side fixtures/plants

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SCHEDULE OF PREVALENT WAGES
(Provisions of Minimum Wages Act, PROMULGATED BY Govt. of India,
Ministry of labour & Employment)
No.1/38(5)/2018-LS-II dated 28/09/18

SI	Description	01 Supervisor & 23 Housekeeper for 26 days in a month (Area-B) (Mangalore)	01 Housekeeper for 26 days in a month (Area-A) (Bangalore)
(i)	Wages (Basic+VDA)	(466 X 26) 12,116.00	(558X26) 15,508.00
(ii)	ESI[4.75% of (basic +VDA)]	575.51	736.63
(iii)	EPF + EDLI + Adm Charges [13% of (basic +VDA)]	1,575.08	2,016.04

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Appendix 'B'
(Refers para 3 of Part V of RFP)

EVALUATION CRITERIA (MAX. 50 MARKS)

1. Manpower on roll (EPF Challan of Dec 18 of later month)

(a) Upto 50 person	0 points
(b) 50 to 150 person	5 points
(c) 151 to 350 person	7.5 points
(d) More than 350 person	10 points

2. Registration of firm (Govt. issued proof)

(a) Less than 2 years	5 points
(b) Between 02 to 03 years	10 points

3. Turn over for the financial year (2017-18) (Audit balance Sheet)

(a) Less than 3 Crores	0 points
(b) 3 to 5 Crores	5 points
(c) Between 5 to 6 Crores	7.5 points
(d) More than 06 Crores	10 points

4. Company ownership (Govt. issued documents)

(a) More than 20	0 points
(b) Owned by Civilian	5 points
(c) Owned by retired Para Military Personnel	7.5 points
(d) Owned by retired personnel of Army, Navy, Airforce & Coast Guard	10 points

5. Distance of registered office from site of deployment (Govt. registered office space)

(a) More than 20 Kms	0 points
(b) 15 Kms to 20 Kms	5 points
(c) Between 10 to 15 Kms	7.5 points
(d) Less than 10 Kms	10 points

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