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ICGAS Daman  
Nani Daman  
Daman – 396 210

438/LOG/PS/97/17-18

07 Sep 17

M/s \_\_\_\_\_  
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**INVITATION OF QUOTATIONS FOR OUTSOURCING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES AT CGOM, ICGAS DAMAN**

1. Bid under single bid system in sealed covers are invited for concluding contract for catering, housekeeping and maintenance services at Coast Guard Officers Mess, ICGAS Daman, for a period of one year. Details of services to be provided and scope of contract etc. are listed in Part II of this Tender Enquiry / RFP. Please super scribe the above mentioned Title, Tender Enquiry number and date of opening of the Bids on the sealed covers to avoid the Bid being declared invalid.

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

- |  |   |
|--|---|
| (a) Bids/queries to be addressed to-           | The Commanding Officer<br>Indian Coast Guard Air Station Daman<br>Nani Daman<br>Daman – 396 210<br>Ph. 0260 - 2405900 |
| (b) Postal address for sending the -<br>Bids   | The Commanding Officer<br>Indian Coast Guard Air Station Daman<br>Nani Daman<br>Daman – 396 210<br>Ph. 0260 - 2405900 |
| (c) Name/designation of<br>the contact person  | - Asst Commandant Sneha Chander<br>Mess Secretary   |
| (d) Telephone numbers of the contact<br>person | - 0260-2405900 / 9724494252   |
| (e) E-mail ID of contact personne l-           | cgas-dmn@indiancoastguard.gov.nic.in  |
| (f) Fax number:                                | - 0260-2263426  |

3. Pre-Bid Conference.A pre bid conference will be conducted on 19 Sep 2017at 1530 hrs in the CGOM, ICGAS Daman, Daman – 396 210. The participating firms are required to depute their representative(s) to attend the conference.

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

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

5. 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.

### **PART I – GENERAL INFORMATION**

1. **Last date and time for depositing the Bids: 03 Oct 2017** by 1500hrs. The sealed quotations under single bid system i.e. Bid in sealed covers 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 quotations clearly marking reference no. and date on the envelope should be either dropped in the Tender Box marked as “Logistics Officer ICGAS DAMAN, Daman 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: 03 Oct 2017** by 1600 hrs. (If due to any exigency, the due date for opening of the Bid is declared a closed holiday, then it 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:** Tender Box is placed at Guard Room, Indian Coast Guard Air Station Daman. Only those quotations that are found in the tender box will be opened. Quotations dropped in the wrong Tender Box will be rendered invalid.
5. **Place of opening of the Bids:** Bids will be opened in CGOM, ICGAS Daman, Daman – 396 210. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of quotation on the due date and time. Rates and important 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. The intimation for witnessing opening of Bids be given in advance for arranging gate pass with Regulating Department/ Guard Room at ICGAS Daman.
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 TIN number, VAT/CST number, Bank address with NEFT Account and Registration No. of vender may also be enclosed with the bid.

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. **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 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 for a period of 180 days from the last date of submission of the Bids.
14. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) **Rs. 1,72,978.00** along with their bids in favour of "the Commanding Officer, ICGAS Daman, Daman. 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-13 (Available in MoD website and can be provided on request). 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. 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.

## **PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED**

1. **Schedule of Requirements** – List of services required is as follows. Category wise condition and scope of work are placed at Encl I.

Ser. No.	Profile Name	Number	Desired QR		Class of employment (*)
			Works Experience	Education	
(a)	Supervisor	01	01 yrs	10+2	Skilled
(b)	House Keeping Staff	04	01 yr	--	Unskilled
(c)	Stewards	04	01 yr	10 th	Semi-Skilled
(d)	Sr. Cooks	01	01 yr	10 th	Skilled
(e)	Jr. Cooks	02	01 yr	10 th	Semi-Skilled
(e)	Scullery Staff	01	01 yr	10 <sup>th</sup>	Unskilled
(f)	Laundry Staff	01	01 yr	10 <sup>th</sup>	Semi-Skilled
	Total	14			

Note. Rate/salary is to be quoted separately for all services for a month.

2. **Technical Details:** NA
3. **Two Bid System:** NA
4. **Delivery Period:** Delivery period for supply of service would be one year extendable for another two years from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.
5. **INCOTERMS for Delivery and Transportation:** For CGOM, ICGAS Daman at Nani Daman
6. **Consignee details:** The Commanding Officer  
Indian Coast Guard Air Station Daman  
Nani Daman  
Daman – 396 210

### **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 supply order:** Normally the supplies shall come into effect on the date of signatures of both the parties on the contract except when some other effective date is mutually agreed to and specifically indicated / provided in 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 (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 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 disfavour 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 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 offence 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 contracts 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 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 supply 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 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.

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 material is delayed for causes not attributable to Force Majeure for more than (1 months) after the scheduled date of delivery.

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

(c) The delivery of material/service is delayed due to causes of Force Majeure by more than (1 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.

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, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer 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 Seller 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:** NA

b) **In respect of Indigenous bidders:**

i) **General**

1. Bidders must indicate separately the relevant Taxes / Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.

2. 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 **them** up to the limit of exemption which **they** may have. If any concession is available in regard to rate / quantum of any Duty / tax, it should be brought out clearly. **In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities.**

3. 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-imbursment 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.**

4. **Levies, taxes and duties levied by Central/State Local governments such as excise duty, VAT, Service tax, Octroi / entry tax, etc 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 their product.**

**ii) Customs Duty – NA**

**iii) Excise Duty - NA**

**iv) Sales Tax / VAT:**

1. If it is desired by the Bidder to ask for Sales tax / VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will devolve upon the Buyer.

2. On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax 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 sale is legally liable to sales tax and the same is payable as per the terms of the contract.

**v) Octroi Duty & Local Taxes:**

1. Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty,

Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

2. In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/ notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

15. **Pre-Integrity Pact Clause:** NA

#### **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 Bank Guarantee**

a. **Indigenous cases:** 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 date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

b. **Foreign cases: Blank**

2. **Option Clause:** Blank

3. **Repeat Order Clause** – Blank

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 made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form 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).

6. **Payment terms for Foreign Sellers** – Blank

7. **Advance Payments:** No advance payment(s) will be made.



## 8. Paying Authority:

a. **Indigenous Sellers** – The payment will be made through Principal Controller of Defence Account (Navy), Mumbai. 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. Job completion 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 / custom 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, including 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.

b. **Foreign Sellers** - The following Fall clause will form part of the contract placed on successful Bidder:

## 9. Fall clause -

a. The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser 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 Supply Orders placed during the currency of the rate contract is completed.

b. If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer 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 price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Purchase or Contracting Authority and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:--

- i. Exports by the Seller.
- ii. Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.

iii. Sale of goods such as drugs which have expiry dates.

iv. Sale of goods at lower price on or after the date of completion of sale/placement of the 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.

c. The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (i),(ii), (iii) and (iv) of sub-para (b) above details of which are given below - .....

10. **Exchange Rate Variation Clause:** NA

11. **Risk & Expense clause -**

1. Should the service or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 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.

2. Should the service or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER 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.

3. In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

a. Such default.

b. In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

4. Any excess of the purchase price, cost of manufacturer, or value of any 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.

12. **Force Majeure clause:** Blank

13. **Buy-Back offer - Blank**

14. **Specification:** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical up gradation/ alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of up gradation/alterations will be provided to the Buyer free of cost within (30) days of affecting such up gradation/alterations.

15. **OEM Certificate:** Blank

16. **Export License:** Blank

17. **Earliest Acceptable Year of Manufacture:** NA

18. **Buyer Furnished Equipment:** Blank

19. **Transportation:** NA

b. **FOB/FAS** – Blank

20. **Air lift:** Blank

21. **Packing and Marking:** Blank

22. **Quality:** The quality of the stores/service delivered according to the present contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed shall be new i.e. not manufactured before (Year of contract), and shall incorporate all the latest improvements and modification thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipments supplied by the seller in the past if any. The seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

23. **Quality Assurance:** The item/service should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

24. **Inspection Authority:** The Inspection will be carried out by ICGAS (Daman). The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.

25. **Pre-Dispatch Inspection** – Blank

26. **Joint Receipt Inspection:** Blank

27. **Franking clause** – The following Franking clause will form part of the contract placed on successful Bidder:-

a. **Franking Clause in the case of Acceptance of Goods:** "The fact that the goods have been inspected after the delivery period and passed by the inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the right of the Buyer under the terms and conditions of the contract".

b. **Franking Clause in the case of Rejection of Goods:** "The fact that the goods have been inspected after the delivery period and rejected by the inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract."

28. **Claims:** The following Claims **clause** will form part of the contract placed on successful Bidder -

- a. The claims may be presented either:
  - (i) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or
  - (ii) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.
- b. The quantity claims for deficiency of quantity shall be presented within 45 days of supply of items and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).
- c. The quality claims for defects or deficiencies in quality noticed during acceptance/Receipt be presented within 45 days of completion of acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).
- d. The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.
- e. The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.
- f. Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.
- g. The quality claims will be raised solely by the Buyer and without any certification/ countersignature by the Seller's representative stationed in India.

29. **Warranty:** - Blank

30. **Product Support:** **Blank**

31. **Annual Maintenance Contract (AMC) Clause - Blank**

i. **Preventive Maintenance Service: Blank**

ii. **Breakdown maintenance Service: Blank**

32. **Engineering Support Package (ESP) clause - Blank**

a. **Repair Philosophy:** Blank

ii. **Field Repairs** – Blank

iii. **Base overhaul** - Blank

b. **Manufacturers Recommended List of Spares (MRLS)-** Blank

c. **Special Maintenance Tools and Test Equipment** – Blank

d. **Technical Literature** – Blank

e. **Miscellaneous Aspects:** Blank

f. **Maintainability Evaluation Trials (MET)-** Blank

33. **Price Variation (PV) Clause:** - Blank

**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.

(b) **Blank**

(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 **Indian** Bidders are competing, **L-1 bidder will be determined by excluding levies, taxes and duties levied by Central / State / Local governments such as excise duty, VAT, Service tax Octroi / entry tax, etc on final product, as quoted by Bidders**

(ii) **Blank**

(d) Delete

(e) Blank

(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) Blank

(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) Blank

2. **Price Bid Format (to be used for L-1 determination):** The price Bid Format in general is given below and Bidders are required to fill this up correctly with full details, as required under Part-II of RFP (The format indicated below is only as an illustration. This format should be filled up with items / requirements as mentioned in Part-II of RFP.) :-

Basic Price of-

(a)	Item (s)			
	Item	Unit Price	Qty	Total
(i)	A			
(ii)	B			
(iii)	C			
(iv)	Total Price of items			
(b)	Accessories			
(c)	Installation / Commissioning			
(d)	Training			
(e)	Technical Literature			
(f)	Tools			
(g)	AMC			
(h)	Any other requirement			
Note: 1. Determination of L-1 will be done based on total of basic prices (not including levies, taxes and duties levied by Central / State / Local Governments such as excise duty, VAT, Service tax, Octroi / entry tax, etc on final product) of all items / requirements as mentioned above.				

3. Additional information in Price Bid on Taxes and Duties (not in scope of L-1 determination)-

(a)	Is Excise Duty extra?
(b)	If yes, mention the following:- (i) Total value of items on which Excise Duty is leviable; (ii) Rate of Excise Duty (item-wise if different ED is applicable); (iii) Surcharge on Excise Duty, if applicable? (iv) Total value of excise duty payable;
(c)	Is Excise Duty Exemption (EDE) required:
(d)	If yes, then mention and enclose the following: (i). Excise notification number under which EDE can be given:

<b>(e)</b>	Is VAT extra?
<b>(f)</b>	If yes, then mention the following: (i) Total value on which VAT is leviable: (ii) Rate of VAT: (iii) Total value of VAT leviable:
<b>(g)</b>	Is Service Tax extra?
<b>(h)</b>	If yes, then mention the following: (i) Total value of Services on which Service Tax is leviable (ii) Rate of Service Tax leviable: (iii) Total value of Service Tax leviable:
<b>(j)</b>	Is Custom Duty Exemption (CDE) required:
<b>(k)</b>	If yes, then mention the following: (i) Customs notification number under which CDE can be given (enclose a copy) (ii) CIF value of stores to be imported: (iii) Rate of Customs Duty payable: (iv) Total amount of Customs Duty payable.
<b>(l)</b>	Octroi / Entry taxes;
<b>(m)</b>	Any other Taxes / Duties

(Usha Gaur)  
Commandant  
Logistics Officer  
for Commanding Officer

1. **Scope of Works:-**

(a) **Area:** The area of catering, housekeeping and maintenance services to be provided includes Coast Guard Officers Mess (herein after called CGOM ICGAS Daman) premises (Both Open and Covered), internal roads, parking area, open areas and green areas at the address given above.

(b) **Staff of Service Provider/Contractor:** The charter of duties of the staff of the service provider/contractor is given category wise as follows:-

(i) **Supervisor:** The supervisor will be the head of the staff of all categories provided by the service provider/contractor. The supervisor coordinates all the activities of CGOM in pursuance of the contract and shall be responsible for the administration and secretarial services in CGOM, ICGAS DAMAN. The supervisor shall be responsible for following :-

(aa) Ensures attendance and turn out of all staff. In case of any staff proceeding on leave alternate reliever to be provided by the contractor.

(ab) Ensure discipline, safety and security of service provider's staff and allocation of their duties.

(ac) The supervisor will also coordinate maintenance activities with MES, CGOM and external agencies. A defect registers shall be maintained by the supervisor and put-up for Mess secretary weekly signature and Commanding Officer, ICGAS DAMAN Monthly signature.

(ad) The supervisor shall be the overall in-charge of the CGOM inventory during working hours. He / She shall report to the senior most service steward at the end of the end of each day with status of items.

(ae) The supervisor is totally responsible for planning, evaluating, maintaining high level of services by the staff and controlling the entire catering, maintenance and conservancy operations.

(af) He shall ensure timely check in, check out and payment of bill.

(ag) He shall ensure maintenance of suggestion book, complain book, and check in / out register, DTH register, visitor books.

(ah) He shall ensure that every guest shall be provided with welcome kit including welcome card on behalf of PMC CGOM, details of places of tourist interest Daman, list of important telephone number etc.

(aj) He will maintain the details of cleaning schedules and submit outline of schedule planner on monthly basis.

(ii) **Cooks:** The cooks will be responsible for following:-

(aa) Planning non repetitive menu (on weekly basis) for the CGOM based on the rations provided by the CGOM.

(ab) He will prepare food using standard recipes as per the menu



approved by the Mess Secretary, CGOM and as per the ordered quantity at scheduled time.

(ac) The cook's responsibilities include maintenance, upkeep and hygiene of the kitchen/galley and store rooms.

(ad) The cooks shall also plan and advice menu for special occasions/parties/meetings/official engagement and VIP visits.

(ae) The cooks shall estimate time and material required on work orders and convey to the supervisor in advance.

(af) Two cooks will be present during the day and one in the night.

(ag) The cooks are to ensure only required quantity of food is prepared.

(iii) **House Keeping Staff:** The main responsibility of housekeeping staff encompasses following jobs:-

(aa) The staff would be assigned specific areas for clean ship. This would include ever floor space, entrance of mess, front reception area, mess offices, dining hall, bar, blue room, toilets, court yard, staircases, porticos, pantry, billiards room, card room, library, terrace, cabins, etc.

(ab) The service provider/contractor shall provide housekeeping cards in each room fixed in a pouch. The house keeping staff will make the entries of completed jobs as per schedule. The same will be checked by the supervisor and submitted for the signature of the in-living officers/guests or Coast Guard staff as decided by the Mess Secretary, CGOM. The housekeeping cards are to be submitted for the perusal of the Mess Secretary on weekly basis.

(ac) The scope of work of the house keeping staff will also include lifting baggage of guests.

(iv) **Stewards:** The duties of the stewards would encompass the below:-

(aa) They will ensure service of food items to regularly reserved and late coming

(ab) They will monitor record register and submit it supervisor/ mess office

(ac) All stewards will be present/ available at the dining hall during meal/ dining time.

(ad) Duty Steward will look after water and cabin services as and when required.

(ae) 03 Stewards will be employed in the day and one in the night "on need basis"

(af) They will work in coordination with Service Stewards to ensure the quantity of food prepared daily and serve as planned. They will ensure proper distribution at service.

(v) **Laundry Staff:** The duties of the staff are as given below:-

- (aa) He will be responsible for providing laundry services for the mess linen, towels, bed sheets, cloth napkins, curtains, etc.
- (ab) He will use quality washing soap for the service.
- (ac) The staff will not be permitted to use the laundry services at CGOM.
- (ad) If dry cleaning is required, it will be done externally at the individual's cost.
- (ae) Laundry staff will be available during working hours. He will iron guest and mess linen. He will maintain a record of work completed.
- (af) He will directly report to the Supervisor/ Mess Office.
- (vi) **Scullery Staff:** The staff is to be available during working hours and as on requirement basis. He will ensure cleanliness of vessels, pantry, stores, cutlery room, staff room, etc and disposal of garbage.

## 2. **Manpower**

- (a) The bidder would be responsible to provide **14** individuals (per month) as per schedule of requirements.
- (b) The bidder will ensure that these personnel are trained, disciplined and courteous. The contractor shall ensure that the work force/supervisor engaged by him must bear & display the identity cards prominently on their uniform during their duty period(as the same duly endorsed by the company). Each workforce shall also wear his name badges(to be issued by the contractor) while on duty. All the personnel so deployed will follow strictly security regulations of the Indian Coast Guard, in vogue from time to time.
- (c) Character verification and Antecedence. The contractor should get the character/antecedence of each and every workmen deployed by them at the job premises, verified by the Police Authorities before engaging and deploying them in our premises. In case the contractor desires to change the manpower deployed by him, due to any reason, the new incumbent should be deployed with clearance of PMC.
- (d) Uniform / Liveries. The contractor shall ensure that while on duty, his workforce put proper uniforms in distinctive color code and in neat and clean conditions issued to them by the contractor. The uniforms will be issued by the contractor as agreed upon by Indian Coast Guard.
- (e) If any of the staff takes leave or is absent the bidder will make alternative arrangements to ensure the 14 (Fourteen) individuals are available for uninterrupted services at all times.
- (f) The staff will be in the employment of successful bidder except for the services provider for the contract operating authority. However, the contract operating authority will have the overall supervisory and coordinating control over the staff provided by the bidder. In the event when the successful bidder fails to provide any of the services requisitioned under the agreement, the contract operating authority will have right to have such services from a Third party at the expenses of the second party with the prior written concurrence of the Second party

(g) The bidder will ensure that the staff employed is conversant and understands English or Hindi Language.

(h) The bidder shall strictly ensure healthy, hygiene and verification of character/antecedent and residential proof of the staff employed by them and produce the copies of above certificates for verification by the contract operating authority. Visitors to the employee of the bidder will strictly not be permitted/ entertained in the Coast Guard Officers Mess, ICGAS Daman.

(i) The successful bidder will keep the surrounding of the Mess clean and also ensure economical use of electricity, cooking gas provided by the first party in the CGOM, ICGAS Daman.

(j) As and when specialty asked for, the successful bidder may have to provide special services for social, official function, conference, VIP visits, from time to time, as directed by President Mess Committee/ Mess Secretary.

(k) The successful bidder representative will meet the Mess Secretary once in a week or need basis to review the performance and plan of CGOM.

(l) The contract operating authority will ensure and enforce strict men/material, inwards and outward security system. The successful bidder will cooperate and implement the security and safety procedures imposed by the former.

(d) **Qualification Criteria:** Firms fulfilling the following criteria are eligible to submit the tenders:-

- (i) Status of the firm (Pvt. Ltd./proprietarily)
- (ii) ESI Registration along with Registration for EPF
- (iii) Firm should have valid PAN Card, TIN No, /VAT/CST No. in its name or in the name of the proprietor, in case of proprietor firm. A copy of PAN Card/TIN along with copy of last ITR filed should be attached.
- (iv) Cost of Tender – Rs 100.00
- (v) The firm should have One year's experience in housekeeping and catering.
- (vi) Bank address with NEFT Account if applicable.
- (vii) Complete postal & e-mail address of their office
- (viii) Earnest Money Deposit of **₹ 1, 72,978.00**
- (ix) The firm shall have a minimum annual turnover of Rs. 1 Crore in the last two financial years ending on 31 Mar 2017.
- (x) Firm should have valid Sales Tax / Service Tax Registration. Copies of registration certificate (s) copies should be attached.
- (xi) Validity of Quotes should be 180 day since issuance.
- (xii) Bidder to give undertaking that Coast Guard may visit their offices as well as any other complexes to ascertain information above them as deemed fit by Coast Guard.
- (xiii) The bidder should give undertaking that there is no case / trial against him nor any convection in a court of law nor blacklisted by any organization.
- (xiv) The bidder should quote the wages of employees not less than the minimum wages promulgated / specified in Minimum Wage Act of Central Govt / Gujarat State government

7. **Scope of Catering, Housekeeping and Maintenance Services**

(a) **Scope:** The scope of services to be provided by the contractor shall include but may not be limited to, providing 24 hours house-keeping, laundry, reception, catering and maintenance & upkeep services to CGOM (including CGOM Annexes). The scope would also include maintenance of gardens, TV/Billiards/Card Room and Library and such other areas mutually agreed upon. The services to be provided and scope of work in each category are enumerated in the succeeding paragraphs.

(b) **Reception:** The reception of the CGOM is to be manned 0800 hrs to 1700 hrs a day. Coordination between various departments, providing assistance/guidance to in-living officers and guests, and maintenance of occupancy, allotment/vacation (check in and checkout register etc) , records efficiently are of paramount importance in addition to attending, forwarding/connecting up the telephone calls.

(c) **House Keeping:** The area covered for housekeeping services would include all floors of the main building, transit accommodation and CGOM annexes.

(d) The service provider/contractor will be responsible for maintenance of all living spaces and will be required to take over the inventory in respect of each cabin. Replacement of any loss would be the responsibility of service provider. He will be responsible to bring any deficiency/loss to the notice of the Mess Secretary, CGOM wherever required.

(e) The service provider/contractor shall maintain the details of cleaning schedules and submit the outline of schedule planned to the Mess Secretary.

(f) CGOM, ICGAS Daman, Daman would provide all equipments of permanent nature related to housekeeping.

(g). Liaison with outside agencies like cable operator, gardeners will be done by the service provider/contractor.

(j). **Daily Housekeeping Services:** The house keeping services to be provided on daily basis are as follows:-

(i) Sweeping and wet mopping of all the areas and also include all recreation and guest rooms, spaces under the cupboards/almirahs. Mopping of the passages/corridors and stairways will have to be done three times a day.

(ii) Clean, prepare rooms and lay beds in each and every living room.

(iii) Clean all windows from inside; clean all tabletops, chairs, partition glass panels thoroughly.

(iv) Pressing and preparing/making of uniforms of officers in occupation of rooms by 0800 hrs to 1700 hrs.

(v) Cleaning and polishing of shoes of the in-living/guest officers in occupation of the rooms by 0700 hours.

(vi) Cleaning of all galley/kitchen equipments, rear material, check and replenish perishables. Wash galley/kitchen floor thrice a day.

(vii) Washing and pressing of all uniforms and civil cloths of all officers in occupation of the rooms. The cloths are to be collected from and delivered to the

rooms.

(viii) Cleaning of fridges and freezers.

(ix) Cleaning of drinking water cooler areas including attached sinks and tiles etc with detergents, chemicals once a day and more often if required.

(x) Thorough cleaning and fumigation of the toilets including WCs and urinals with attached water tanks and washbasins with chemicals/detergents once a day and more often, if needed.

(xi) Cleaning of all sanitary fittings, tiles and mirrors on the walls in the toilets by using disinfecting materials like to be provided by the CGOM, ICGAS Daman, Daman.

(xii) Replenish sanitary cubes, naphthalene balls, air-fresheners (odonil), sanitizers, liquid soaps in the toilets (material will be supplied by the CGOM, ICGAS DAMAN, Daman).

(xiii) Removal of blockages and clogging in the washbasins and other sanitary fittings in the toilets for smooth outflow of waste water.

(xiv) Watering and care of indoor plants and cycling these plants with nursery.

(xv) Polishing of brass ware.

(xvi) Sweeping of the internal roads and open areas including garden and green patches.

(xvii) Collect all the sweepings, garbage and wastes and dispose off the same in the nearest garbage bins/pit provided by the ICGAS DAMAN, Daman Civil authorities.

(xviii) Bringing to notice any MES related works required to be done in the CGOM complex/premises, which require to give proper cleaning service.

(xix) The housekeeping staff shall coordinate with agency holding AMC for pest control and ensure regular and safe pest control in CGOM.

(k) **Weekly Housekeeping Services:** The house keeping services to be provided on weekly basis (on a day specified by the Mess Secretary, CGOM) are as follows:-

(aa) Removal of cobwebs in all the rooms, halls, corridors and lavatories. Dustup/ clean all beams and ceilings, clean lights, lights fittings, fans, A/C grills, fittings and fixtures.

(ab) Change the bed sheets in all the rooms every fourth day or on vacation of room by an occupant, whichever is earlier. Wash and press the used bed sheets on the day of change itself.

(ac) Thorough washing, rubbing and cleaning of corridors, passages and stairways.

(ad) Thorough cleaning of kitchen/galley exhaust system, washing of store rooms.

(ae) Complete stock taking of housekeeping items and linen, making of breakage statement, rearrangement of stores, cleaning of valuable store items.

(af) Check and replenish first-aid box and Fire Extinguishers (material will be supplied by CGOM).

(ag) Cleaning terrace of the buildings on weekly basis.

(l) **Working Days/Timings:** Seven days week will be observed for providing daily/weekly services mentioned above. Daily services shall be completed latest by 0900 hrs daily.

(m) **Quality of Housekeeping and Material:** The contractor shall ensure that all material, machines and chemicals used for housekeeping are of good quality and Govt. approved.

## 8. **Catering Services**

(a) All meals, seven days a week are to be prepared and served at fixed and predetermined times at CGOM, ICGAS Daman, Daman. Serving would include room services such as morning/evening tea/snacks and meals when specified by the Mess Secretary, CGOM.

(b) The staff shall be capable of preparing multi cuisine (Indian/Continental food) and laying, decorating/presenting the meals at the highest standards. In case if, a particular item preparation is beyond the capacity of the regular staff of the Service Provider/ Contractor and the same is required by the CGOM, the Service Provider/Contractor shall expressly arrange a specialist in that item on casual basis so as to meet the requirement within the specified time at no extra charges.

(c) Maintain clean & hygienic conditions in dining hall, kitchen and wash areas at all times.

(d) CGOM, ICGAS Daman, Daman will provide all necessary equipments like utensils, kitchen implements table and service ware, crockery, cutlery, washing and cleaning equipment and all other cool and cold storage equipment in working condition. The Service Provider/Contractor shall assume full responsibility for all property which have been handed over for its care, custody and control except for loss by fire, flood and caused beyond the control of the Service Provider/Contractor. Maintenance of all equipments after handing over will be the responsibility of Service Provider/Contractor. Service Provider/Contractor will be responsible for replacement of all losses and breakages attributable to his staff.

(e) CGOM, ICGAS Daman, Daman will provide rations, consumables, cooking gas, water and electricity etc to enable the Service Provider/Contractor to provide quality catering services. Adequate and appropriate space and facility for storage will be provided by CGOM.

9. **Official and Social Functions at CGOM/ICGAS DAMAN:** CGOM being a service officer's mess is required to host various official and social functions at very short notice. The Service Provider/Contractor shall provide all services requisitioned by CGOM for conduct of such events/engagements, conferences, VIP visits including the visits of foreign dignitaries and any such activity arranged at CGOM/ICGAS DAMAN as on required basis. Employment of staff of the Service Provider/Contractor to the extent considered in the contract shall be at the discretion of Mess Secretary, CGOM on such occasions.