

REQUEST FOR PROPOSAL

Telephone : 0484-2215592, 2218323
Email – dhq4-icg@nic.in
Reply should be addressed to
The Commander

Headquarters
No. 4 Coast Guard District
(Kerala & Mahe)
Kalvathy Road,
Kochi – 682 001

438/LP/402/16-17

09 Oct 2017

.....
.....

**INVITATION OF QUOTATIONS FOR OUTSOURCING SUPPORT STAFF FOR
CG UNDER TRAINEES IN INDIAN NAVY SCHOOLS UNDER HEADQUARTERS
SOUTHERN NAVAL COMMAND AT COIMBATORE, KOCHI AND EZHIMALA**

Sir/Madam,

1. Bids in sealed cover are invited for supply of items 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 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 Commander |
| (b) | Postal address for sending the Bids | : | As above |
| (c) | Name/designation of the contact personnel | : | The Officer-in-charge, LP Cell |
| (d) | Telephone numbers of the contact personnel: | | 0484-2218323 |
| (e) | e-mail ids of contact personnel | : | dhq4-icg@nic.in |
| (f) | Fax number | : | 0484-2218460 |

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

- (a) Part I – Contains General Information and Instructions for the Bidders about the RFP such as the time, 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.
- (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.

Thanking You,

Yours faithfully,

Sd/-
(Sweta Mathew)
Asst Commandant
Officer-in-Charge, LP Cell
for District Commander

Part I – General information

1. **Last date and time for depositing the Bids: 1700 Hrs 30 Oct 2017**
(Date to be mentioned in terms of DD MM YEAR)

The sealed Bid (Commercial only) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box marked as **TENDER BOX(LP)** 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: 1000 Hrs 31 Oct 2017**

(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: Unit Guard Room**

(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: TOC President's Office/Guard Room.** 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:** Yes, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer. Technical bids will be evaluated by the TEC appointed by CFA taking into account parameters stated in Technical bid format.

(a) The dully filled Technical Bid as per Technical bid format alongwith EMD, terms and Conditions, bidders profile and other relevant documents in connection with technical specification etc should be kept in **Cover – I** and superscribed as **Technical Bid- Tender No. 438/LP/402/16-17** dated **09 Oct 2017**. The duly filled commercial bid should be kept in **Cover – II** and no other documents should be enclosed with the commercial bid. The cover containing commercial bid should be sealed and superscribed as **Commercial Bid -Tender No. 438/LP/402/16-17** dated **09 Oct 2017** and due date of opening is **31 Oct 2017**. Both the **Covers – I and II** should further be kept in a master envelope sealed and super scribed as **Services of support staff for Southern Naval Command, Tender No. 438/LP/402/16-17** with due date of opening is **31 Oct 2017** and to be addressed to The Commander, CGDHQ-4, Kalvathy Road, Fort Kochi – 682 001

- (b) **Pre Bid Conference** : The standard conditions of contract should be carefully considered while preparing the bids. All clarification are to be resolved in the Pre-Bid conference at **1100 Hrs on 16 Oct 2017 at CGDHQ-4**, Kalvathy Road, Kochi prior submission of bids(Contacts person Officer-in-Charge, LP Cell, CGDHQ-4, Kochi)

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 EFT Account if applicable, etc and complete postal & e-mail address of their office.

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

9. **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 till **180 days** from the last date of submission of the Bids.

14. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 2,82,000.00** (Rupees: **Two Lakh Eighty Two Thousand** 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 authorized to conduct government business as per Form DPM-16. 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 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.

15. **Transportation:** CGDHQ-4 shall not make any additional payment for transportation of the personnel for travel from home to work and back.

16. **Accommodation:** Contractor will have to make arrangement for personnel engaged for execution of contract at his/her own.

17. **Uniform:** Personnel engaged by the contractor for execution of all jobs as per contract should be provided with uniform at contract's expenses. Type of uniform for each category of personnel will be mutually agreed by the undersigned and contractor on the time of concluding of contract.

Part II – Essential Details of Items/Services required

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

Name/Type of item/services/description of stores Qty required.

SL NO	UNIT	COOK	COOKS HELPER	CELRICAL STAFF	HELPER	MESS BOY	SAFAIWALA	TOTAL
(a)	INS Agrani	--	02	--	--	--	--	02

(b)	INS Dronacharya	--	--	02	--	--	--	02
(c)	Seamanship School	--	--	02	01	--	--	03
(d)	Signal School	01	--	--	--	01	01	03
(e)	CELABS	--	--	01	--	--	01	02
(f)	INS Venduruthy	04	03	--	--	03	05	15
(g)	NIAT	--	--	--	01	--	01	02
(h)	Observer School	--	--	--	--	-	02	02
(j)	SFNA	01	--	--	--	01	--	02
(k)	INS Garuda	02	01	--	--	01	01	05
(l)	INA + INS Zamorin	05	--	--	--	08	--	13

Note: (i) All bidders are requested to quote as per the class of cities of the scheduled requirement.

(ii) It is mentioned that below said services are required to be rendered in **INS Agrani, Coimbatore, INS Dronacharya, Kochi, Seamanship School, Kochi, Signal School, Kochi, CELABS, Kochi, INS Venduruthy, Kochi, NIAT, Kochi, Observer School, Kochi, SFNA, Kochi, INS Garuda, Kochi and INA + INS Zamorin, Ezhimala at Kannur.** The contract for rendering services according to below said scope of work will come into effect for period of one year from the date on which both the parties sign the contract. Services are required on all days of the year including close holidays, Saturday and Sunday.

(iii) **All bidders are requested to examine the scope of work mentioned above and location of manpower requirement to execute said work at satisfactory level prior submission of quote.**

SCOPE OF WORK FOR EACH CATOGROY OF PERSONNEL IS AS FOLLOWS

(a) MESS BOY – SCOPE OF WORK

- (i) Preparation of Tea/Coffee/Crockery/Cutlery and Glasses.
- (ii) Laying of Dining table and cleaning of used crockery/cutlery/glasses etc.
- (iii) Washing of used plate, cutlery, glassed and utensils etc.
- (iv) Serving of all meals in the Dining hall/Blue room.
- (v) Refilling of dishes in the Dining hall.
- (vi) General cleanship of Dining hall/Pantry lobby and other public places in the mess building
- (vii) Time to time any work assigned to them by the MCPO STD, I/C.
- (viii) Collection of dry/fresh ration from Store/Catering Office

(b) COOK - SCOPE OF WORK

- (i) Close up for duty at 0600 hrs every day.
- (ii) Collection of provisions from stores.
- (ii) Preparation of Meals (Break Fast/Lunch/Dinner)
- (iii) Cutting of vegetables, Mutton, Chicken and Fish.
- (iv) Cleaning of cooking ingredients.
- (v) Cleaning of cooking equipments.
- (vi) General Cleanship of kitchen/Lobby/Varandha.
- (vii) Collection of dry and fresh ration from catering store.

-5-

- (viii) Distribution of food.
- (ix) Setting up food counter.
- (x) Any job assigned by the senior Cook staff

(c) COOKS HELPER -SCOPE OF WORK

- (i) Close up for duty at 0600 hrs every day.
- (ii) To assist the duty cook.
- (ii) To assist duty cook for collection of provisions from Stores.
- (iii) To assist duty cook for Cutting/Cleaning of Vegetables, Meat, Fowl, Fish etc.
- (iv) Preparation of various food items as per the menu on prescribed timings in shift time.
- (v) To assist duty cook for distribution of foods to Officers/Ships Company in time.

- (vi) Cleaning of utensils/Galley
- (vii) Upkeeping of galley and surrounding in hygienic state

(d) HELPER – SCOPE OF WORK

- (i) General cleaning
- (ii) Cleaning of utensils/Galley
- (iii) Upkeeping of galley and surrounding in hygienic state
- (iv) Adequate cleaning material like cleaning gears, chemicals, cleaning solutions etc to be used.
- (v) To assist the duty cook/steward/mess boy
- (vi) To assist mess boy for laying of Dining table and cleaning of used crockery/cutlery/glasses etc.
- (vii) To assist mess boy for serving of all meals in the Dining hall/Blue room
- (viii) Time to time any work assigned to them by the Incharge.
- (viii) Collection of dry/fresh ration from Store/Catering Office/galley
- (ix) Any other work directed by the administration for upkeeping of concern place.

(d) SAFAIWALA – SCOPE OF WORK

The following jobs are required to be carried out during working days. Responsibility for maintenance and cleanliness of designated areas by using of adequate equipment/machinery and materials is rest with the contractor.

- (i) Sweeping, cleaning, polishing of floors/lobbies/staircases/rooms
- (ii) Cleaning of walls, windows, doors, electric fittings and polishing if instructed
- (iii) Adequate material like cleaning gears, chemicals, cleaning solutions etc to be used.
- (iv) Sweeping/Cleaning of roads, outer side areas.
- (v) Collections and disposal of garbage at designated point
- (vi) Cleaning of Toilets, bathrooms and adjacent areas
- (vii) Cleaning of choked outlets of water/sewage as and when they occur within two hours of being informed of such complaint
- (viii) Removal and disposal of dead animals
- (ix) Any other work directed by the Administration towards upkeep and maintenance of the areas.

(e) CLERICAL STAFF – SCOPE OF WORK

- (i) The DEOs will be positioned in various units as mentioned in para 1 part II of this RFP. The person employed as DEOs should have proficient in entry of data, typing and office related other works
- (ii) Should be Graduate and Diploma in MS Office/Computer Applications
- (iii) Should have good communication skills (Hindi/English)
- (iv) Should have good typing speed (English)
- (v) Should have basic knowledge of Computer and office work

-6-

2. **Technical details:** - It is mentioned that interested parties/bidders should be registered with EPF and ESI authorities and need to pay EPF benefits to employees. As per EPF and MP Act 1952, it is the responsibility of the contractor to obtain his independent EPF and ESI code from the concerned department and remit the contribution in respect of labourers employed by them to appropriate authorities. Moreover, Para 7.8.4(b)(vi) of DPM-09 stipulated that contractor should submit document/proof of EPF/ESI contribution with nominal roll of beneficiaries, while submitting bill for payment to paying authority.

- (a) It shall be the responsibility of the contractor to obtain his EPF and ESI code from the concerned departments and remit the contribution in accordance with EPF and ESI Act. Proof of registration is to be produced along with bids.
- (b) Contractor shall comply with all statutory labour laws in force such as Employees Compensation Act, Contract Labour(Regulation)Act, Minimum wages act, Bonus Act and Industrial Disputes Act etc.
- (c) Contractor is to confirm whether they have registration with Central Excise Department for payment of Service Tax/GST. Copy of necessary service tax/GST registration certificate is to be enclosed with the bid.

(d) The Contractor is to be registered with Labour Commissioner and should be in possession of necessary clearance to employ labourers.

(e) The workers who will have to be security clearance and possess passes will be permitted to work daily. The timing may be advanced or postponed on certain occasions. The contractor should ensure that the labourers employed behave properly, do not consume liquor or be under influence of liquor, chew pan/gutkha etc. whilst performing their duties and adhere to all instructions as passed from time to time being a Defence Area.

(f) In case of non performance or in-sufficient or un-satisfactory work in any month an amount worked out as under will be deducted from the monthly bill

(i) Payable amount-(minus) Proportionate amount for part of work completed satisfactorily which will be worked on in % terms.

(ii) In addition a penalty of 25% on the payable amount will be levied.

(g) Further to the above, all above terms and conditions mentioned in the contract agreement deed will have to be accepted, if selected for award of contract.

(h) The bidder is to abide by the Central and State Government regulations and norms with regard to procedure in employment of works and their wages

3. **Two –Bid System** - In respect of Two-bid system, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement as per format mentioned in part V of this RFP along with Technical Bid

4. **Delivery Period** – The period of initial contract is likely to be for one year or as mentioned in the contract. The bidders should deliver the services on all days of the contract. Please note that the Concerned Authorities shall terminate the contract after giving one month notice to the contractor, in case of unsatisfactory performance due to cause not attributed to force majeure for more than two months.

5. **Consignee details -** INS Agrani, Coimbatore, INS Dronacharya, Kochi, Seamanship School, Kochi, Signal School, Kochi, CELABS, Kochi, INS Venduruthy, Kochi, NIAT, Kochi, Observer School, Kochi, SFNA, Kochi, INS Garuda, Kochi and INA + INS Zamorin, Ezhimala at Kannur

-7-

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:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

4. **Penalty for use of Undue influence** : The 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.

5. **Agents / Agency Commission** - The Seller confirms and declares to the Buyer that the Seller is the original service 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 firm's failure to provide the services as mentioned above in scope of works, a penalty will be deducted from the monthly payment to be paid to the contractor. The Executing/Supervising Authority will indicate the quantum of penalty/deduction in the payment. The BUYER may deduct from the SELLER as agreed, liquidated damages to the sum

-8-

of 0.5% of the contract price of the delayed 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 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 material is delayed for causes not attributable to Force Majeure for more than (01 months) after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than (02months) 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/service 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/service 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 issued by the buyer later to enable the Seller to obtain exemptions from taxation authorities.

-9-

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 reimbursement 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. 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/GST, 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 indicted 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- As stated above Paragraph (i), sub Para 1 of Part III of RFP
- v) Octroi Duty & Local Taxes : NA

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 Guarantee: Indigenous cases:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank authorized to conduct government business 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 contractual obligation. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).
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 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). The payment will be made as per the following terms, on production of the requisite documents:

(a) Monthly payments on submission of a certificate issued by the end user for rendering satisfactory services.

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

7. **Paying Authority:** - The Joint Controller of Defence Account(Navy), Kochi

-10-

8. **Fall clause** - The following Fall clause will form part of the contract placed on successful Bidder -

(a) The price charged for the services to be rendered under the contract by the Contractor shall in no event exceed the lowest prices at which the Contractor sells the services or offer to sell services 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 Contractor reduces the price or offer to sell such services to any person/organisation including the Buyer or any Deptt, 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 Director general of Supplies & Disposals and the price payable under the contract for the services of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:--

(i). Sale of goods at lower price on or after the date of completion of services 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 contract – “We certify that there has been no reduction in sale price of the services of description identical to the services rendered to the Government under the contract herein and such services have not been offered/sold by me/us to any person/ organisation 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 (a),(b) and (c) of sub-para (i) above.

8. **Risk & Expense clause** –

a. Should the services rendered within the time or times specified in the contract documents/delivery date is made in respect of the services thereof, the Buyer shall after granting the Seller 15 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 thereof not perform in accordance with the parameters provided by the SELLER, 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.

9. **Force Majeure clause**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 30 (Thirty) days from the moment of their beginning.

-11-

(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.

10.	Buy-Back offer	NA	
11.	OEM Certificate		NA
12.	Earliest Acceptable Year of Manufacture	NA	
13.	Buyer Furnished Equipment	NA	
14.	Quality	NA	
15.	Quality Assurance		NA

16. **Inspection Authority:** Performance of the personnel will be assessed by the HOD under whom she/he is working. In the event complain by HOD about non satisfactory services, under signed will have judicious observation and will order for replacement to the seller.

17. **Warranty** – NA

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.

PREVIOUS EXPERIENCE (IN RUNNING SIMILAR CONTRACT/TRADE/BUSINESS PROOF TO BE ATTACHED). PREVIOUS WORK EXPERIENCE CERTIFICATE FROM GOVT/SEMI GOVT ORGANIZATIONS WILL BE A ADDED ADVANTAGE.

b In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation committee.

(i) The bidders/contractor whether an individual or a firm is to submit a Demand Draft drawn in favour of the Commander, CGDHQ-4 for sum of **Rs. 2,82,000.00** (Rupees: **Two Lakh Eighty Two Thousand** Only) As Earnest Money Deposit, alongwith tender form. If the EMD is not deposited by the bidder with the tender form, he/she/they will not be considered for awarding of contract and his/her/their quotations/tender will be rejected. The EMD will be refunded to all bidders on finalization of award of contract.

(ii) The bidder should have property/assets worth minimum of **Rs. 1,00,00,000.00**(Rupees One Crore Only) to carry out the work smoothly and meet any unforeseen losses. Copy of IT return proof to this effect is to be attached by the bidder with tender forms.

(iii) The bidder should have experience for man power supply to any Government/Semi Government in similar services at least one year as on 31 Mar 2017. Documentary proof for the same should be enclosed with the tender form.

(iv) The bidder should have valid service Tax Registration number/GST for manpower services and documentary proof for the same should be enclosed with tender form.

(Or)

A certificate is to be attached to the effect that the bidder will register and produce a valid ST/GST registration number for manpower resources within one month of award of contract. In the absence of any of these documents, the tender bid will be rejected.

(iv) The lowest bidder, ***if fulfilling all terms and conditions*** will be considered to be awarded the contract, after price negotiations.

(v) The decision, of who is to be awarded the contract is left completely to the Commander, CGDHQ-4

(vi) A Security deposit amounting to **10%** of the contract amount is to be deposited in the name of the Commander, CGDHQ-4 as security deposit on award of contract.

c. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 4 below. The consideration of taxes and duties in evaluation process will be as follows :-

(i) In case where only Indian Bidders are competing, L1 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

e. NA

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. NA

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.

2. Technical Bid Format:

<u>Sl.</u>	<u>DESCRIPTION</u>	<u>COMPLIED WITH STATEMENTS</u>	<u>PROOF ATTACHED</u>
1	The bidder should have property/assets worth minimum of Rs. 1,00,00,000.00(Rupees One Crore Only)	Documentary proof to be submitted	
2	The bidder should have minimum annual turnover of Rs. 50 Lakh during the last three financial years (2014-15, 15-16 & 16-17)	Audited balance sheets/Documentary proof to be submitted.	
3	Bidder must be providing the manpower support (24*7) to 1 customer for similar requirements for at least one year as on 31 Mar 2017	Letter from the customers in this regard, to be attached.	
4	The organization must be experienced in servicing Govt. / PSU offices for similar services.	Experience letters	
5	The organization should have Service Tax Registration and PAN No.	Documentary Proof to be attached	
6	The organisation should have GST Registration No.	Documentary Proof to be attached	

7	ESI Registration & EPF Registration	Documentary Proof to be attached	
7	Complete postal address & email address	To be mentioned in firms letter head	

8	The bidder should have successfully provided the similar services to any Gov/Semi Gov organisations against annual contract value of either of the following :- (a) Two Contracts of value not less than Rs. 20 Lakhs (b) Two Contracts of value not less than Rs. 30 Lakhs (c) One Contract of value not less than 40 Lakh	Documentary proof to be attached	
9	Submission of EMD		
10	Status of the firm (Pvt/Ltd/Proprietarily)		
11	Bank address with EFT account if applicable		

Commercial bids of the bidders whose Technical bids do not fulfill the criteria listed above will not be accepted.

Date

Place

Signature of proprietor

3. **Following allowances will be required to be included in commercial bid for calculating wages of each skilled/unskilled labour for one month at the percentage mentioned against them.**

FOR AREA 'B' (KOCHI & COIMBATORE)

SL NO	PARTICULAR	COOK	COOKS HELPER	CELTRICAL STAFF	HELPER	MESS BOY	SAFAIWALA
(a)	BASIC & DA						
(b)	ESI @ 4.75%						
(c)	EPF @ 13.36%						
(d)	Bonus @ 8.33% of Rs. 7,000.00						
(e)	Sub Total (Sum of (a) to (d))						
(f)	Relieving Charge 1/6 th of sl (e)						
(g)	Service Charge	Not to be Nil and the amount should be ethical	Not to be Nil and the amount should be ethical	Not to be Nil and the amount should be ethical	Not to be Nil and the amount should be ethical	Not to be Nil and the amount should be ethical	Not to be Nil and the amount should be ethical
(g)	GST/Service Tax if any						

-14-

FOR AREA 'C' (EZHIMALA)

SL NO	PARTICULAR	COOK	COOKS HELPER	CELTRICAL STAFF	HELPER	MESS BOY	SAFAIWALA
(a)	BASIC & DA						
(b)	ESI @ 4.75%						
(c)	EPF @ 13.36%						
(d)	Bonus @ 8.33% of Rs. 7,000.00						
(e)	Sub Total (Sum of (a) to (f))						
(f)	Relieving						

	Charge 1/6 th of sl (e)						
(g)	Service Charge	Not to be Nil and the amount should be ethical	Not to be Nil and the amount should be ethical	Not to be Nil and the amount should be ethical	Not to be Nil and the amount should be ethical	Not to be Nil and the amount should be ethical	Not to be Nil and the amount should be ethical
(h)	GST/Service Tax if any						

Note : The existing minimum wages in force has been mentioned in GOI, Ministry of Labour and Employment letter 1/13(3)/2017-LS-II dated 20 Apr 2017. All firms are requested to forward their quote in accordance with the letter or if any revision in this regards issued by GOI, all firms are requested to forward their quote as per the latest notification of GOI.

4. **Price Bid Format :** The price bid format is given below and bidders are required to fill this up correctly with full details

SL NO	DESCRIPTION	COOK	COOK HELPER	CLERICAL STAFF	HELPER	MESS BOY	SAFAIWALA	
(a)	<u>Minimum wage including all allowances as per appendix 'A' for Area 'B'</u>							
(b)	<u>Minimum wage including all allowances as per appendix 'A' for Area 'c'</u>							
(c)	<u>Total for one month for Area 'B'</u>	<u>For 08</u>	<u>For 06</u>	<u>For 05</u>	<u>For 02</u>	<u>For 06</u>	<u>For 11</u>	
(d)	<u>Total for one month for Area 'C'</u>	<u>For 05</u>	--	--	--	<u>For 08</u>	--	
(e)	<u>Grand total for 12 month (C+D)</u>	<u>12 X (C+D)</u>	<u>12 X (C+D)</u>	<u>12 X (C+D)</u>	<u>12 X (C+D)</u>	<u>12 X (C+D)</u>	<u>12 X (C+D)</u>	
Grand Total (e)								

-15-

Note : (i) Providing 51 Support Staff to following Indian Navy Training Establishments under HQSNC at Kochi, Ezhimala & Coimbatore for a period of one year w.e.f date of conclusion of contract (13 Cooks, 05 Civilian Clerical Staff, 33 Cooks Helper/Safaiwala/Mess boy) (i.e 02 Cooks Helper for INS Agrani, 02 Civilian Clerical Staff for INS Dronacharya, 02 Civilian Clerical Staff & 01 Helper for Seamanship School, 01 Cook, 01 Mess Boy & 01 Safaiwala for Signal School, 01 Clerical Staff & 01 Safaiwala for CELABS, 04 Cooks, 03 Cooks Helper, 03 Mess Boy & 05 Safaiwala for INS Venduruthy, 01 Helper & 01 Safaiwala for NIAT, 02 Safaiwala for Observer School, 01 Cook & 01 Mess Boy for SFNA, 02 Cooks, 01 Cooks Helper, 01 Mess Boy & 01 Safaiwala for INS Garuda, 05 Cooks & 08 Mess Boy for INA + INS Zamorin).

(ii) It is mentioned that above said services are required to be rendered in INS Agrani, Coimbatore, INS Dronacharya, Kochi, Seamanship School, Kochi, Signal School, Kochi, CELABS, Kochi, INS Venduruthy, Kochi, NIAT, Kochi, Observer School, Kochi, SFNA, Kochi, INS Garuda, Kochi and INA + INS Zamorin, Ezhimala at Kannur

(iii) All firms are requested to elaborate basic wages, Bonus, ESI, EPF, Uniform allowance, Reliveing Charge, Service Charge etc which are mandatory for running the contract as per minimumwages in force. The detailed breakup/calculation sheet of the quote as per mandatory elements elaborated in the RFP may enclosed along with the formal quote.

(iv) All firms are requested to forward their quotes as per minimum wages implemented by the Government of India for class wise city.

(v) All firms are requested to elaborate their quote establishment wise

(vi) Determination of L1 firm will be done as per quotes received against each "establishment and not for whole package"

Sd/-

(Sweta Mathew)
Asst Commandant
Officer-in-Charge, LP Cell
for District Commander

File No. 438/LP/402/16-17

Date: 09 Oct 2017_

**COMMERCIAL BID PRICE BID FOR SUPPORT STAFF AT IN TRAINING ESTABLISHMENTS UNDER
HQSNC AT COIMBATORE, KOCHI AND EZHIMALA**

<u>SL NO</u>	<u>DESCRIPTION</u>	<u>COOK</u>	<u>COOK HELPER</u>	<u>CLERICAL STAFF</u>	<u>HELPER</u>	<u>MESS BOY</u>	<u>SAFAIWALA</u>
(a)	<u>Minimum wage including all allowances as per appendix 'A' for Area 'B'</u>						
(b)	<u>Minimum wage including all allowances as per appendix 'A' for Area 'c'</u>						
(c)	<u>Total for one month for Area 'B'</u>	<u>For 08</u>	<u>For 06</u>	<u>For 05</u>	<u>For 02</u>	<u>For 06</u>	<u>For 11</u>
(d)	<u>Total for one month for Area 'C'</u>	<u>For 05</u>	--	--	--	<u>For 08</u>	--
(e)	<u>Grand total for 12 month (C+D)</u>	<u>12 X (C+D)</u>	<u>12 X (C+D)</u>	<u>12 X (C+D)</u>	<u>12 X (C+D)</u>	<u>12 X (C+D)</u>	<u>12 X (C+D)</u>
Grand Total (e)							
Amount in words (Rupees -----Only)							

Note : (i) Providing 51 Support Staff to following Indian Navy Training Establishments under HQSNC at Kochi, Ezhimala & Coimbatore for a period of one year w.e.f date of conclusion of contract (13 Cooks, 05 Civilian Clerical Staff, 33 Cooks Helper/Safaiwala/Mess boy) (i.e 02 Cooks Helper for INS Agrani, 02 Civilian Clerical Staff for INS Dronacharya, 02 Civilian Clerical Staff & 01 Helper for Seamanship School, 01 Cook, 01 Mess Boy & 01 Safaiwala for Signal School, 01 Clerical Staff & 01 Safaiwala for CELABS, 04 Cooks, 03 Cooks Helper, 03 Mess Boy & 05 Safaiwala for INS Venduruthy, 01 Helper & 01 Safaiwala for NIAT, 02 Safaiwala for Observer School, 01 Cook & 01 Mess Boy for SFNA, 02 Cooks, 01 Cooks Helper, 01 Mess Boy & 01 Safaiwala for INS Garuda, 05 Cooks & 08 Mess Boy for INA + INS Zamorin).

(ii) It is mentioned that above said services are required to be rendered in INS Agrani, Coimbatore, INS Dronacharya, Kochi, Seamanship School, Kochi, Signal School, Kochi, CELABS, Kochi, INS Venduruthy, Kochi, NIAT, Kochi, Observer School, Kochi, SFNA, Kochi, INS Garuda, Kochi and INA + INS Zamorin, Ezhimala at Kannur

(iii) All firms are requested to elaborate basic wages, Bonus, ESI, EPF, Uniform allowance, Relieving Charge, Service Charge etc which are mandatory for running the contract as per minimum wages in force. The detailed breakup/calculation sheet of the quote as per mandatory elements elaborated in the RFP may enclosed along with the formal quote.

(iv) All firms are requested to forward their quotes as per minimum wages implemented by the Government of India for class wise city.

(v) All firms are requested to elaborate their quote establishment wise

(vi) Determination of L1 firm will be done as per quotes received against each "establishment and not for whole package"

ALLOWANCES TO BE INCLUDED**FOR AREA 'B' (KOCHI & COIMBATORE)**

SL NO	PARTICULAR	COOK	COOKS HELPER	CELTRICAL STAFF	HELPER	MESS BOY	SAFAIWALA
(a)	BASIC & DA						
(b)	ESI @ 4.75%						
(c)	EPF @ 13.36%						
(d)	Bonus @ 8.33% of Rs. 7,000.00						
(e)	Sub Total (Sum of (a) to (d))						
(f)	Relieving Charge 1/6 th of sl (e)						
(g)	Service Charge	Not to be Nil and the amount should be ethical	Not to be Nil and the amount should be ethical	Not to be Nil and the amount should be ethical	Not to be Nil and the amount should be ethical	Not to be Nil and the amount should be ethical	Not to be Nil and the amount should be ethical
(h)	GST/Service Tax if any						

FOR AREA 'C' (EZHIMALA)

SL NO	PARTICULAR	COOK	COOKS HELPER	CELTRICAL STAFF	HELPER	MESS BOY	SAFAIWALA
(a)	BASIC & DA						
(b)	ESI @ 4.75%						
(c)	EPF @ 13.36%						
(d)	Bonus @ 8.33% of Rs. 7,000.00						
(e)	Sub Total (Sum of (a) to (d))						
(f)	Relieving Charge 1/6 th of sl (e)						
(g)	Service Charge	Not to be Nil and the amount should be ethical	Not to be Nil and the amount should be ethical	Not to be Nil and the amount should be ethical	Not to be Nil and the amount should be ethical	Not to be Nil and the amount should be ethical	Not to be Nil and the amount should be ethical
(h)	GST/Service Tax if any						

Note : The existing minimum wages in force has been mentioned in GOI, Ministry of Labour and Employment letter 1/13(3)/2017-LS-II dated 20 Apr 2017. All firms are requested to forward their quote in accordance with the letter or if any revision in this regards issued by GOI, all firms are requested to forward their quote as per the latest notification of GOI.

Appendix – B**TECHNICAL BID FORMAT FOR SUPPORT STAFF AT IN TRAINING ESTABLISHMENTS UNDER HQSNC AT COIMBATORE, KOCHI AND EZHIMALA**

Sl.	DESCRIPTION	COMPLIED WITH STATEMENTS	PROOF ATTACHED
1	The bidder should have property/assets worth minimum of Rs. 1,00,00,000.00(Rupees One Crore Only)	Documentary proof to be submitted	

2	The bidder should have minimum annual turnover of Rs. 50 Lakh during the last three financial years (2013-14, 2014-15 & 15-16)	Audited balance sheets/Documentary proof to be submitted.	
3	Bidder must be providing the manpower support (24*7) to 1 customer for similar requirements for at least one year as on 31 Mar 2017	Letter from the customers in this regard, to be attached.	
4	The organization must be experienced in servicing Govt. / PSU offices for similar services.	Experience letters	
5	The organization should have Service Tax Registration and PAN No.	Documentary Proof to be attached	
6	The organisation should have GST Registration No.	Documentary Proof to be attached	
7	ESI Registration & EPF Registration	Documentary Proof to be attached	
7	Complete postal address & email address	To be mentioned in firms letter head	
8	The bidder should have successfully provided the similar services to any Gov/Semi Gov organisations against annual contract value of either of the following :- (a) Two Contracts of value not less than Rs. 20 Lakhs (b) Two Contracts of value not less than Rs. 30 Lakhs (c) One Contract of value not less than 40 Lakh	Documentary proof to be attached	
9	Submission of EMD		
10	Status of the firm (Pvt/Ltd/Proprietarily)		
11	Bank address with EFT account if applicable		

Commercial bids of the bidders whose Technical bids do not fulfill the criteria listed above will not be accepted.

Date

Place

Signature of proprietor