

438/LP/032/18-19

13 Sep 2018

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INVITATION OF QUOTATIONS FOR CONSERVANCY SERVICES - CGDHQ-4

Sir/Madam,

1. **“Online bid” (Under OTE basis)** from firms are invited for supply of items/service listed in **Part II** of this RFP. **Manual bids shall not be accepted. Tenders from black listed/banned firms shall not be accepted.** Tender document can be viewed and downloaded from Indian Coast Guard web site www.indiancoastguard.gov.in (for reference only) and CPP site <https://eprocure.gov.in/eprocure/app> as per the schedule given in **CRITICAL DATE SHEET** mentioned below :-

CRITICAL DATE SHEET

<u>SL NO</u>	<u>DESCRIPTION</u>	<u>DATE & TIME</u>
(a)	Published Date	13 Sep 2018 (1600 Hrs)
(b)	Bid Document Download/Sale Start Date	13 Sep 2018 (1700 Hrs)
(c)	Clarification Start Date	13 Sep 2018 (1730 Hrs)
(d)	Clarification end date	06 Oct 2018 (1700 Hrs)
(e)	Pre-bid meeting	19 Sep 2018 (1100 Hrs)
(f)	Bid Submission Start Date	19 Sep 2018 (1400 Hrs)
(g)	Bid Document Download/Sale End Date	06 Oct 2018 (1600 Hrs)
(h)	Bid Submission End Date	08 Oct 2018 (0900 Hrs)
(j)	Technical Bid Opening Date	09 Oct 2018 (1000 Hrs)

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) Designation of the contact personnel : Officer-in-Charge, LP Cell
(d) Telephone numbers of the contact personnel : **0484-2218323, 2215592**
(e) e-mail ids of contact personnel : dhq4@indiancoastguard.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.

5. You are requested to comply with all the terms and condition mentioned in the RFP and certificate in this regard is to be endorsed on the quote submitted by your firm. Relaxation/deviation of terms/condition if any should be clearly brought out for consideration. However, acceptance of same will solely be at discretion of Coast Guard.

6. Bid documents may be scanned with 100 dpi with black and white option, in PDF format which helps in reducing size of the scanned document.

7. Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

8. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>

Thanking You,

Yours faithfully,

(Vandana Sehwat)
Asst Commandant
Officer-in-Charge, LP Cell
for District Commander

- Encl:**
- (a) Annexure 'A' - Technical compliance matrix
 - (b) Annexure 'B' - Price Bid Undertaking
 - (c) Annexure 'C' - Instructions for online bid submission.

Part I – General information

1. **Last date and time for depositing the Bids: As per Critical Date Sheet** : The online bids (both technical and Commercial Documents) should be uploaded as per this RFP by the due date time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids:** Online Technical bids should be scanned and uploaded before due date and time. Late tenders will not be considered. No responsibility will be taken for technical delay or not uploading of bids or bid documents. **Bids sent by Fax or e-mail will not be considered. EMD to be deposited “Manually” at address mentioned in para 2 ibid on or prior opening of bids.**
3. **Time and date for opening of Bids: As per Critical Date Sheet**
(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. **Address for submission of EMD:** At CGDHQ-4 premises in tender box at Unit Guard Room.
5. **Location of the Tender Box:** Unit Guard Room. **Following guidelines may be followed while submitting requisite physical documents (EMD or Exemption certificate) as indicated in the RFP. No technical and commercial bids will be dropped in the Tender Box except those mentioned at para 2 above.**
6. **Two-Bid system:** Yes
 - (a) The case is being processed on two-bid system and, the technical bids shall be opened as per critical data sheet mentioned in this tender document. The evaluation of technical bid based on requisite documents received online by the tenderers will be carried out by a board of Officers. The details of firms found complaint after TEC evaluation will be uploaded on the Central Procurement Portal (<https://eprocure.gov.in/eprocure/app>)
 - (b) The Commercial Bids of only those bidders whose technical bids meet all the stipulated (Technical) requirements shall be opened. The date of opening will be intimated to the Bidders through Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>)
7. **Forwarding of Bids –**
 - (a) Bids should be prepared, signed, scanned and uploaded by the Bidders on their original memo / letter pad in the form of pdf.
 - (c) The physical receipt of specified documents shall be mandatory prior to bid opening date & time mentioned at critical date sheet.
 - (d) The non receipt of the physical documents shall result in rejection of bid.
 - (e) Only those documents specified in the tender documents and found in the tender box will be opened.
 - (f) Physical documents as specified in case dropped in the wrong Tender Box will be rendered invalid.
 - (g) The envelope containing the requisite physical documents(EMD/ Exemption Certificate) should be addressed to the **Commander (for Officer-in-Charge, LP Cell), CGDHQ-4, Kalvathy Road, Fort Kochi – 682 001**. The requisite physical document (EMD/ Exemption Certificate) may be sent by hand/post/speed post/ Courier. However, it is the sole responsibility of the Tenderer to ensure requisite physical documents are received in the buyer's office prior to bid submission end date. The buyer by no means will be responsible for any delay in receipt of requisite documents.
 - (h) No post-bid clarification on the initiative of the bidder will be entertained.

(j) The Technical bid and commercial bid should be submitted **ONLINE** by the Bidders duly digitally signed by the legal owner of the firm or the person authorised by him to do so.

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8. **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.

9. **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.

10. **Validity of Bids:** The Bids should remain valid till **03 months** (Date) from the last date of submission of the Bids.

11. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 1,20,000/-** (Rupees **One Lakh Twenty 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. Hard copy of original instruments in respect cost of earnest money be delivered to the Commander, CGDHQ-4, Kalvathy Road, Fort Kochi – 682 001 on or before opening date mentioned in critical date sheet.

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. The bidder may also upload soft copy of the same in PDF format.

(a) Placement of Conservancy staff at CGDHQ-4, Kochi, CG Land at Mundumveli, Palluruthy & Fort Kochi, CGRPT(Koc) and CGSD(Koc) for a period of one year w.e.f 01 Nov 2018 as per scope of work mentioned in RFP.

The schedule of Requirements for conservancy services for CGDHQ-4 on contract basis for one year (Monday to Saturday) w.e.f. the date on which both the parties sign the contract. Contractor, once enter into contract, is responsible for rendering of conservancy services for CGDHQ-4 as enumerated in scope of work cited in this RFP.

(b) **All firms are requested to elaborate wages rate, ESI, EPF, etc which are mandatory for running the contract as per minimum wages in force and to be uploaded along with cover II in separate sheet.**

NOTE : CONTRACTOR MAY MAKE A SITE VISIT TO ASCERTAIN THE QUANTUM OF WORK PRIOR SUBMISSION OF QUOTE. ONCE CONTRACT IS FINALIZED BETWEEN BOTH THE PARTIES, CONTRACTOR IS OBLIGED TO COMPLETE ALL THE TASKS AS PER SCOPE OF WORK WITHIN THE TERMS AND CONDITIONS OF THE CONTRACT. THE CONTRACTOR IS LIABLE TO PROVIDE GRASS CUTTER ALONG WITH GRASS CUTTING MACHINE AND ALL ACCESSORIES LIKE PETROL, OIL, NYLON WIRE, ETC.

The Contractor shall employ only such persons(Not Minor) as are skilled for carrying out the assigned jobs as detailed in "Scope of work and Responsibilities". **It is mandatory on the part of contractor to get the police verification of the employed personnel done and confirmation to this effect should be sent to CGDHQ-4 within 15 days from enter into contract.**

Before deployment of personnel, Contractor shall check and verify the antecedents of the personnel deputed on duty, and the liability of the conduct & discipline of the personnel shall rest with the Contractor. All the persons deployed under this contract shall be of good character, well-behaved, disciplined.

DHQ-4 shall be at liberty to object to and require the contractor to remove from work, any person(s) employed by the contractor who in the opinion of CGDHQ-4 is incompetent or negligent in the proper performance of his duties or misconducts himself. The contractor shall forthwith comply with such requisition and such person shall not be deployed again without prior permission of CGDHQ-4.

SCOPE OF WORK ON CONSERVANCY SERVICES CONTRACT IS AS FOLLOWS

- (a) **CLEANING** – Cleaning means sweeping/brooming of all required places, dusting up, removal and disposal of garbages, dead birds and animals (All garbages and wastages to be disposed to the Cochin Municipal corporation as per local rules).
- (b) **WET MOPING** - Wet moping means spraying of water, applying of soap to all tile floors, marble floors, concrete floors and hard standings with prescribed disinfectants and clean to dry level.
- (c) **GRASS CUTTING** – Grass cutting means maintaining height of grass in planted/china/wild so as to it have a maximum height of 3” to 6”

CGDHQ-4, KOCHI

Sl.	Scope of Work	Requirement/ Quantum Per Day/ Total	Remarks
(a)	Cleaning of Roads	26 days/month	Twice in a day as per actual area (morning and evening). In addition, as and when required for VIP visit to be ensured well in time.
(b)	Cleaning of W/C (Offices and in living blocks)	26 days/month	Twice in a day as per actual area
(c)	Cleaning of Urinals (Offices and in living blocks)	26 days/month	Twice in a day as per actual area
(d)	Cleaning Wash Basins (Offices and in living blocks)	26 days/month	Once in a day as per actual
(e)	Cleaning of Shower Room (In living blocks)	26 days/month	Twice in a day as per actual area
(f)	Sweeping Area (Parade ground)	26 days/month	Once in a day as per actual area
(g)	Sweeping and wet mopping (Offices/Mess) (with prescribed disinfectants)	26 days/month	Once in a day as per actual area
(h)	Sweeping wet mopping (Corridors/veranda & surroundings) (with prescribed disinfectants)	26 days/month	Once in a day as per actual area
(j)	Cleaning & dusting up of doors/windows/all partitions/Fans/glass/pelmets	As required	Requirement as per actual
(k)	Clearing and cleaning of waste paper baskets from each offices	26 days/month	Once in a day as per actual
(l)	Drainage cleaning. (Drainage to be cleaned every day i.e. 26 days per month, if any major choke, the same is to be reported immediately to the concerned Officer of ICGS(Kochi)	26 days/month	Once in a day as per actual area
(m)	Grass cutting (The maximum height of the grass should not be more than 6”) (Should maintain the level	Twice in a month	All grass in DHQ-4 premises irrespective of the location (Including grass on wall corridor, balcony, etc)

	of 3" to 6")		
(n)	Trimming of Plants and Trees	Per month and as when required	01 time in one month as per actual
(p)	Proper Maintenance and caring of Garden including watering, manure, cleaning etc	26 days/month	Daily basis

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(q)	Removal and disposal of dead Birds and Animals	As and when required	As and when required
(r)	Loading /unloading, Embarkation/ Disembarkation of stores	As & when required	(i) 30 times loading at Naval base, Defence organization and Coast Guard (ii) 30 times unloading at Naval base, Defence organization and Coast Guard
(s)	Common area sweeping (Concrete area/volley ball ground and MES generator room)	26 days/month	Once in a day and as and when required
(t)	Applying Lime/Geru of all trees more than 6" dia	Once in a quarter	04 times additional in a quarter to cater of Sat/Sun/CH during ceremonial event/VIP Visit/Annual Inspection
(u)	Shifting of equipments/Furniture's/Stores	As and when required	As and when required
(v)	Cleaning/Varnishing/Maintenance of wooden floor, Stair and frames... etc. of CGTC (K) building.	As and required	As and required
(w)	Cleaning up of office equipments	26 days/month	Once in a day
(x)	Clearing and cleaning of waste paper baskets from each offices. Dumping of wastage and handing over the same to the Cochin Municipal corporation to be done as per local rules.	26 days/month	Once in a day
For carrying out above works a minimum of 260 man days minimum required per month			

CG LAND AT MUNDUMVELI (6.7854 ACRE)

Sl.	Scope of Work	Requirement/ Quantum Per Day/Total	Remarks
(a)	Cleaning of roads	26 days/month	Sweeping of roads, concrete area of CG land. 04 times additional in a month to cater of Sat/Sun/CH during ceremonial event/VIP Visit/Annual Inspection
(b)	Drainage Cleaning	26 days/month	Drainage to be cleaned every day i.e. 26 days per month, if any major choke, the same is to be reported immediately to the concerned Officer.
(c)	Grass Cutting including creeper on wall & fencing	26 days/month	All grass in mundamveli land premises irrespective of the location including MES building
(d)	Proper Maintenance and caring of Garden including watering, manure, cleaning etc	26 days/month	Twice in a day
(d)	Trimming of Plants	01 time Per month and as and when required	01 time in one month as per actual
(e)	Cleaning Maintenance of Community Hall	26 days/month	Once in a day
(f)	Dumping of wastage and handing over the same to the Cochin Municipal corporation to be done as per local rules	26 days/month	Once in a day
For carrying out above works a minimum of 104 man days minimum required per month			

CG LAND AT PALLURUTHY (9.35 ACRE)

Sl.	Scope of Work	Requirement/ Quantum Per Day/Total	Remarks
(a)	Cleaning of roads	26 days/month	Sweeping of roads. 04 times additional in a month to cater of Sat/Sun/CH during ceremonial event/VIP Visit/Annual Inspection
(b)	Drainage Cleaning	26 days/month	Drainage to be cleaned every day i.e. 26 days per month, if any major choke, the same is to be reported immediately to the concerned Officer.
(c)	Grass Cutting including creeper on wall & fencing	26 days/month	All grass in 9.35 acre Palluruthy land.
(d)	Proper Maintenance and caring of Garden including watering, manure, cleaning etc	26 days/month	Twice in a day
(e)	Trimming & of Plants	01 time Per month and as and when required	01 time in one month as per actual
(f)	Dumping of wastage and handing over the same to the Cochin Municipal corporation to be done as per local rules	26 days/month	Once in a day
For carrying out above works a minimum of 104 man days minimum required per month			

CG JETTY LAND AT FORT KOCHI (0.7625 ACRE)

Sl.	Scope of Work	Requirement/ Quantum Per Day/Total	Remarks
(a)	Cleaning of roads	26 days/month	Sweeping of roads. 04 times additional in a month to cater of Sat/Sun/CH during ceremonial event/VIP Visit/Annual Inspection
(b)	Drainage Cleaning	26 days/month	Drainage to be cleaned every day i.e. 26 days per month, if any major choke, the same is to be reported immediately to the concerned Officer.
(c)	Grass Cutting including creeper on wall & fencing	26 days/month	All grass in 0.7625 CG Jetty land.
(d)	Proper Maintenance and caring of Garden including watering, manure, cleaning etc	26 days/month	Twice in a day
(e)	Trimming of Plants	01 time Per month and as and when required	01 time in one month as per actual
(f)	Dumping of wastage and handing over the same to the Cochin Municipal corporation to be done as per local rules	26 days/month	Once in a day
For carrying out above works a minimum of 26 man days minimum required per month			

CGRPT(KOCHI) AT COCHIN SHIPYARD LTD., KOCHI

Sl.	Scope of Work	Requirement/ Quantum Per Day/Total	Remarks
(a)	W/C (Offices)	26 days/month	Once in a day
(b)	Wash Basins (Offices)	26 days/month	Once in a day
(c)	Shower Room (Offices)	26 days/month	Twice in a day
(d)	Sweeping Area (Office rooms, Corridors/veranda & surroundings)	26 days/month	Once in a day
(f)	Cleaning & dusting up of doors/windows/all partitions/Fans/glass/pelmets/office equipment	26 days/month	Once in a day
For carrying out above works a minimum of 26 man days minimum required per month			

CGSD(KOCHI)

Sl.	Scope of Work	Requirement/ Quantum Per Day/Total	Remarks
(a)	Loading/Unloading of wooden boxes consisting clothing/stationery/Naval stores from trucks and need to be shifted to respective sheds	26 days/month	02 laborers are required on daily basis for loading and unloading of stores
(b)	Packing/Unpacking of stores in/from cardboard box/gunny bags/wooden boxes	26 days/month	Every day
(c)	Marking and labeling of various types of stores received by depot.	26 days/month	As per requirement
(d)	Maintenance of CGSD steel racks, Machinery spare boxes, Wooden racks and painting of metallic containers	26 days/month	As per requirement
(e)	Cleaning and dusting up of CGSD office, Naval Stores, Clothing stores &, Machinery stores, parking area and garage area	26 days/month	Once in a day
(f)	Disposal of garbage, packing waste	26 days/month	Once in a day
(g)	Cleaning and wet moping of Bath Rooms	26 days/month	Twice in a day
(h)	Cleaning and wet mopping of Corridors/veranda/floors & surroundings	26 days/month	All Corridors/veranda/floors & surroundings of CGSD(Koc). (All tiles, marbles and concrete area)
For carrying out above works a minimum of 78 man days minimum required per month			

All bidders are requested to examine the scope of work mentioned above and manpower required to execute said work at satisfactory level prior submission of quote. This Headquarters has been outsourcing conservancy services for last 4 year. With comparison of the scope of work mentioned in the RFP, the minimum man days requirement for smooth functioning of the contract is at least 598 man days per month. Bidder will have to disclose the man days he/she has planned to depute for the execution of said work in his/her technical bid. Commercial bids of the contractor not disclosing the mandays in the technical bid will not be accepted.

GENERAL INSTRUCTIONS FOR PERSONNEL EMPLOYED FOR CLEANING AND MAINTANANCE OF COAST GUARD ASSETS AS MENTIONED ABOVE

- (a) Gardeners/housekeepers shall be presentable, hygienic and available at site for inspection during working hours.
- (b) In case of necessity, shift duty shall be imposed any time during the maintenance for which the contractor shall not be paid anything extra.
- (c) Proper man-power supervision, keeping log-notes, apprising the officer, in-charge about maintenance activities on a regular basis are to be strictly followed.
- (d) All the staff should be in proper uniforms, well behaved, possess good health, medically fit, possess vigilance clearance and should be adult.
- (e) All the staff are bound to follow the defence security rules and regulation existing or any change from time to time.
- (f) This unit is not responsible for any claim of any type of causality during working hours in or outside Coast Guard premises. However, adequate safety measures to be adopted while carrying out duties.
- (g) Coast Guard will not be responsible for any involvement of agency staff quoting Coast Guard name, during any frauds/illegal activities. The employing agency will be directly responsible.
- (h) All personnel attached with this unit for conservancy and clanship should not have any previous criminal record and employing agent is to provide their complete bio-data, self and family photographs and police verification copy prior to employing them, as this being a defence organisation. This unit will also undertake police verification before issuing of pass in due course during attachment period.
- (j) Replacement of personnel will be intimated to this unit 48 hrs in advance.
- (k) The entry passes for entering Coast Guard premises will be issued to the employing agency instead of handing over to the individual. The firm will be responsible for misuse of passes and legal responsibility.

- (l) The unit is empowered to decline the amount for deficiencies of services as per unit board of officers recommendation before processing of bills.
- (m) Indian Coast Guard reserves the right to terminate the contract after issue of show cause notice during any time prior expiry of contract period if the rendered service is found sub-standard.
- (n) The contractor will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
- (p) No outsiders are allowed to enter in the premises without proper gate pass issued by the Authorised Officer of the Sector.
- (q) The supervisor nominated by Contractor shall ensure that all persons employed by him shall be efficient, skilled, honest and conversant with the nature of work.
- (r) Be it clearly understood and agreed that by this deed no relationship of employer and employee is created between ICGS(Koc)/CGRPT(Koc) & CGSD(Koc) and the employees engaged by the contractor.
- (s) The Contractor shall decide the modus operandi as to engage men/machinery by him rendering proper and efficient services and to conform to the prescribed standard of Hygiene in consultation with concern Officers of Coast Guard.
- (t) The Contractor, being the employer in relation to persons engaged/employed by him for providing the services under this agreement, shall alone be responsible and liable to pay wages/salaries to such persons which in any case will not be less than the minimum wages as fixed or prescribed for the category of workers employed by him from time to time or by the state government and/or any authority constituted by or under any law.
- (u) The Contractor shall adhere to and comply with all the laws that may be applicable to him and will extend all the benefits/privileges as applicable to Workmen's Compensation Act, Bonus, Gratuity, Minimum Wages Act and Leave, etc. In case of any breach of any law, rules, notifications applicable to the employees of the Contractor, the contractor alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent, representative, attorney, person(s) engaged/employed by him for discharging the obligations under this Agreement.
- (v) The Contractor shall provide uniforms to his employees the pattern of which will be different than that of the Coast Guard as followed for its employees and they shall wear them at all times while at work and maintain such uniforms. The Contractor shall also provide all safety items such as safety shoes, gloves, masks, etc.
- (w) All employees of the contractor shall be issued with identity cards bearing their photographs. Cost of the identity cards and photographs for identity cards shall be borne by the Contractor. The Contractor shall have the identity card format approved form ICGS(Kochi).
- (x) The Contractor shall issue name badges to all his employee, which the employees shall wear while on duty.
- (y) The Contractor alone shall have the right to take disciplinary action against any person(s) engaged/employed by him; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the Indian Coast Guard (ICG). The Indian Coast Guard shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the contractor for any purpose whatsoever nor would the ICGS be liable for any claim(s) whatsoever of any person(s) of the Contractor.
- (z) The Contractor shall obtain appropriate license under the Contractor labour (Regulation and Abolition) Act, 1970 and the rules as amended up to date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Agreement.
- (aa) In case the Indian Coast Guard (ICG) is required to meet any liability in respect of any person(s) engaged/employed by the contractor by virtue of their working at the premises of the ICGS, it would be open and lawful for the ICG to deduct the amount(s) of any such liability from and out of dues payable to the contractor.
- (ab) The Contractor shall maintain all registers required under various Acts, which may be inspected by the ICG as well as the appropriate authorities.
- (ac) The Contractor shall be responsible for all injuries and accidents to persons, employed by him.
- (ad) The Contractor shall be responsible for the conduct and behaviour of his employees. If any employee of the Contractor is found misbehaving with the ICG staff, the Contractor shall take necessary and appropriate action.
- (ae) In the event of any loss/damage being occasioned to the ICG on account of the negligence of the Contractor's employees, the Contractor shall make good the loss sustained by the ICG either by replacement of the material/equipment or payment of compensation.
- (af) The Contractor shall not appoint any sub-contractor to carry out any obligations under the contract.
- (ag) The Contractor shall take proper instructions from the ICG staff for the execution of the contract at the different places and will faithfully comply with the same.
- (ah) The Contractor shall provide sufficient quantity of materials, tools, tackless and machinery for executing the work and for disposal of rubbish to the approved dumping ground the Contractor will arrange a covered transport at his own cost.

(aj) All members of staff employed by the Contractor will be subjected to security check by the Security staff while entering/leaving the premises.

(ak) The Contractor shall be required to provide supervisory staff to ensure proper control for executing the job smoothly.

(al) The Contractor shall give the services on all days except on Saturday, Sundays and Gazetted holidays during the period of contract as per the ICG requirement.

(am) The Contractor's employees will make their own arrangements for food and snacks while at work at their own cost and the ICG will not entertain any financial expenditure or provide any canteen facility.

(an) Should the Contractor commit any breach of any of the terms and conditions hereof and/or fail/neglect to carry out any instructions issued to him by the ICG from time to time, it shall be open and lawful for the ICG to terminate this agreement forthwith without assigning any reason and can get the work done by any person(s) or through any other agency or Contractor at the risk and cost of the Contractor and the Contractor shall have no right to claim any compensation whatsoever on this account.

(ap) All the above services which will be entrusted to the Contractor from time to time by the ICG are to be rendered without causing any hindrance or disturbance to any staff member of the ICG. The work shall be carried out efficiently, in consonance and in conformity with the standards of neatly and hygienically maintained premises.

(aq) The contractor is liable to provide machines and accessories required for cutting of grass.

2. **Technical details:-** It is mentioned that interested parties/bidders should be registered with EFP and ESI authorities and need to pay EFP 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 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 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, for that particular month no payment will be made by this office as per the unit board of officers recommendation.

(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. **Online Submission of Two – Bid System** – The Technical Bid would be opened on the time and date mentioned in Critical Date Sheet. 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 **Annexure “A”**. The Bids will be submitted in the following manner: -

(a) **Online Cover-I** Cover-1 will contain the following documents for Technical Bids which should be scanned and uploaded in PDF format and **will be submitted online**: -

(i) Signed and scanned copy of Demand draft/PO in favour of the PCDA(N), Mumbai/JCDA(N), Kochi/The Commander, CGDHQ-4, Kochi of **Rs. 1,20,000/- (Rupees One Lakh Twenty Thousand Only)** as EMD amount or copy of valid registration certificate regarding the firm's registration with DGS & D / NSIC, for exemption of EMD. EMD to be submitted **MANUALLY** on or before bid submission end date.

(ii) Technical Compliance matrix to be filled up by the vendors and all the relevant signed and scanned documents as per **Annexure "A"** of RFP to be attached.

(iii) Signed and Scanned copy of Certificate of: -

(aa) Acceptance of terms and conditions of RFP.

(ab) Undertaking for person authorised to sign the documents on behalf of the firm.

(ac) Undertaking on firm's letter head that "Willing for providing of satisfactory service/Specification as per RFP and other than same shall not be offered."

(b) **Online Cover – II.** (aa) Commercial bid in the form of **BoQ.xls** (Bill of Quantities) will be submitted online as Cover-II and Signed and scanned copy of Price bid undertaking (as **Annexure 'B'** to RFP) and elaboration of financial break down of the whole amount like BW, VDA, ESI, EPF etc which are mandatory for running the contract as per minimum wages in force.

(ab)

Elaboration of financial breakdown of the commercial bid like BW, VDA, ESI, EPF etc which are mandatory for running the contract as per minimum wages in force will be

Note : (i) Signed & scanned copy of Technical Bids should be uploaded by Bidder under their original memo / letter pad.

(ii) Failure to submit any of above documents will render the bid invalid

(iii) EMD to be submitted manually on or before bid submission end date.

(c) **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 19 Sep 2018 at CGDHQ-4**, Kalvathy Road, Kochi prior submission of bids(Contacts person Officer-in-Charge, LP Cell, CGDHQ-4, Kochi) .

4. **Delivery Period** - Delivery period for supply of personnel would be from the effective date of contract for a period of one year. 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. **Consignee details** - The Commander
CGDHQ-4,
Kalvathy Road,
Fort Kochi-680 001

6. **Work Force-**

(i) All resources including manpower deployed for undertaking the work will be on Contractor's sole risk, expense and responsibility. The minimum wages as per the extant Govt. regulations are to be adhered to by the contractor who employs labour on the job. The Contactor shall meet all the requirements of Contract Labour regulations and wages and other statutory labour regulations as applicable from time to time by the state rules and a record of the same is to be maintained for scrutiny.

(ii) The District Commander, DHQ-4 will allow access to the contractor's work force to the working areas for Conservancy services. The contractor should agree and undertake to make good any loss or damage caused to the premises and property by his agents/representatives/employees while undertaking the work.

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(iii) The Contractor is to ensure adequate safeguards for his work force where human risk of health/injury is involved. He is also liable to provide immediate first aid/hospitalization in case of sudden illness/ accident while at work. The District Commander, CGDHQ-4 will not be responsible for any injury sustained by the Contractor's workers during the performance of their duties and also for any damage or compensation due to any dispute between the contractor and his workers.

7. **Penalty Clause:** Penalty will be levied for the following.

- (a) Deficient Manpower provided
- (b) Deficiency/reduction in equipments/consumables
- (c) For incomplete/unsatisfactory work.

8. **Short term clause / Termination** - The Commander, CGDHQ-4 shall terminate the contract after giving one month notice to the contractor, in case of unsatisfactory performance due to causes not attributable to force majeure for more than two months.

9. In case of any dispute in the discharge of the provisions of the contract, the decision of the Commander Officer, CGDHQ-4 will be final.

10. The contractor will furnish the details of credentials of his work force to the District Commander, DHQ-4 who in turn will allow these personnel inside the DHQ-4 premises (in the work areas only). The Contractor is to ensure that no worker is in an intoxicated condition or consumes drugs or alcohol whilst on duty.

11. The Contractor shall obey all orders and instructions pertaining to the contract issued to him from time to time by the District Commander, CGDHQ-4 and all security and safety Orders/regulations in force in the DHQ-4 premises during the period of contract.

12. **Arbitration Clause** –

(a) All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions.

(b) Any dispute, disagreement of question arising out of or relating to this contract, which cannot be settled amicably, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator, who, shall be nominated in writing by the Commander, CGDHQ-4, on receipt of the said notice.

(c) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(d) In case of any arbitration, the place of jurisdiction shall be under the jurisdiction of the Court of Law which has jurisdiction of Kochi.

13. The Bidders are advised to study this RFP document carefully. Submission of Proposal against this RFP shall be deemed to have been done after careful study and examination of this RFP document with full understanding of its implications

14. **Financial Status**: Bidder needs to furnish signed and scanned Audited Financial Statements for the past three year. i.e. F.Y 2015-16, 2016-17, 2017-18

15. **Address, Contact Details**: Full contact details of the key person in the company in case of any clarification requirements.

16. **Registration Certificate**: Signed and scanned copy of valid trade license/ Legal registration documents, PAN. GST registration certificate

17. This RFP document is not an agreement and is not an offer or invitation by CGDHQ-4 to any parties other than the applicants who are qualified to submit the bids ("bidders"). The purpose of this RFP document is to provide bidder with information to assist the formulation of their proposals. This RFP document does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice. CGDHQ- 4 makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. CGDHQ-4 may in its absolute discretion,

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but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

18. **Signing of Contract** : Within 30 days of receipt of the initial notification of award the successful Bidder shall execute the contract with CGDHQ-4. Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.

19. **Confidentiality**: The Vendor shall (whether or not he submits the tender) treat the details of the documents as secret and confidential. The Vendor also ensures the following for all resources supplied by him:

(a) **Indemnity**

The Bidder hereby indemnifies, protects and saves CGDHQ-4 and Coast Guard areas, holds CGDHQ-4 harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, including reasonable attorney fees, relating to or resulting directly or indirectly from :

- (i) An act of omission or commission of the Bidder, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by this Agreement,
- (ii) Breach of any of the terms of this Agreement or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder,
- (iii) Bonafide use of the deliverables and or services provided by the Bidder,
- (iv) Claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the Bidder, under this contract,
- (vi) Breach of confidentiality obligations of the Bidder,
- (vii) Gross negligence or gross misconduct solely attributable to the Bidder or by any agency, contractor, sub-contractor or any of their employees by the bidder for the purpose of any or all of the obligations under this agreement.

20. **COMPLIANCE OF LABOUR AND OTHER LAWS**: Contractor shall comply with all the statutory requirements as are applicable from time to time and shall be solely responsible for fulfilment of all legal obligations under various statutes including Contract Labour (Regulation and Abolition) Act 1970, Minimum

Wages Act, Workmen Compensation Act, EPF & Miscellaneous Provisions Act, Bonus Act, Shop and Establishment Act etc. The Agency shall keep CGDHQ-4 indemnified against any dues/compensation or any other liability of any nature whatsoever due to non-fulfilment of any of the statutory provision under any statute/byelaws/ notification etc. including industrial laws. CGDHQ-4 shall have full right to recover any claim and liability incurred towards payment of any dues, compensation or cost from contractor and deduct it from his outstanding subsequent bills/Performance Bank Guarantee. Contractor shall maintain register of personnel employed, muster roll, salary register, deduction register etc. CGDHQ-4 or its nominees shall be authorized to inspect them whenever required._

21. **OTHER CONDITIONS:** The contractor shall ensure that there is no loss or damage to the property of consignee while executing the contract. In case, it is found that there is any such loss/damage due to direct negligence/non performance of duty by any personnel, the amount of loss/damage so fixed by CGDHQ-4 shall be recovered from any dues of the contractor.

22. **SHIFT DUTIES:** Resource(s) shall be engaged/deployed in shift duties as required by user.

23. **REPLACEMENT OF RESOURCE(S):** Should CGDHQ-4 consider at its sole judgment that the Resource(s) provided by the Contractor as unsuitable for the job for whatsoever reason, CGDHQ-4 will have the option either (1) to terminate the Contract in part or as a whole or (2) to request the Contractor for prompt replacement within 15 days at his cost.

24. **CONTRACTOR'S LIABILITY FOR PAYMENT OF TAXES, DUTIES etc. :** The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, octroi, GST etc. now or hereafter imposed, increased, or modified from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Governmental authorities or local authorities or any other body which are imposed with respect to or covered by the wages, salaries or other compensations paid to the Resource(s) and the Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Laws or any other law affecting employer-employee relationship and the Contractor further agrees to comply, and to secure the compliance of all Sub-Contractor's, with all applicable Central State, Municipal and local laws and regulations and requirements of any Central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State or

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Local authorities by reason of any violation by Contractor or Sub-Contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against CGDHQ-4 arising under, growing out of, or by reason of the work provided for by his Contract, or by third parties, or by Central or State Government or Local authority or any administrative sub-division thereof.

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

26. **ID CARD:** Contractor will have to issue Photo ID Cards to all employees engaged in this contract on Company's Logo.

27. **DISBURSEMENT OF SALARY TO PERSONNEL DEPLOYED:** Every month the Contractor shall confirm that the monthly salary to the personnel deployed under this contract have been disbursed, at the time of claiming payments.

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 referred to in this Contract and has 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 deceleration 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 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 the terms of the Contract along with interest at the 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.

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

3. Any change in levies, taxes and duties levied by Central/State/Local governments such as GST 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. 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 GST 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.

14. **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 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 User clearance certificate

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

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

a. Indigenous Sellers – (Name and address, contact details). 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. Inspection note.
- v. Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- vi. Bank guarantee for advance, if any.
- vii. Performance Bank guarantee / Indemnity bond where applicable.

viii. DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.

ix. 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).

x. Any other document / certificate that may be provided for in the contract.

- xi. User Acceptance.
- xii. Xerox copy of PBG.

8. **Fall Clause** - NA

9. **Exchange Rate Variation Clause** - NA

10. **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.

11. **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.

(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 will be assessed by the Executive Officer, CGDHQ-4 and Satisfactory Certificate will be issued for release of payment. In the event complaint by the Executive Officer, CGDHQ-4 about non satisfactory services, under signed will have judicious observation and contractor is obliged to ensure satisfactory services.

17. **Warranty** – NA

18. **Minimum Wages:-** The Contractor should pay the wages to the Contract Labour at the rates not less than the minimum rates of wages which are fixed for a particular employment as per latest Central Labour commission Notification. The Contract should also comply Employees Compensation Act. The firm should submit a certificate stating that “the firm will abide by the Labour Act and Minimum Wages Act for the employees were utilizing to provide the services”.

Part V – Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:

(a) **Pre-requisite Eligibility Criteria** The Bidder should possess the requisite experience, resources and capabilities in providing the resources necessary to meet the requirements, as described in the tender document. The Bidder should also possess the technical know-how and the financial wherewithal that would be required to successfully deploy the resources for the entire period of the contract. The bid must be complete in all respects and should cover the entire scope of work as stipulated in the document.

(b) **Eligibility Criteria** The invitation to bid is open to all Bidders who qualify the Eligibility Criteria and qualifying requirements of the RFP

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

i. In cases where only indigenous 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, GST, Octroi/entry tax, etc on final product, as quoted by bidders.

(d) 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.

(e) 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.

7. **Price Bid Format:** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:

Sl.	Description	Qty	Total for one month excluding GST	GST in %	Total for one month including GST	Total for one year including GST
(a)	Providing Conservancy services for CGDHQ-4, CG land at Mundumveli, Palluruthy & Fort Kochi, CGRPT(Koc), CGSD(Koc) as per scope of work mentioned in this RFP					
	GST					
	Total Rs.					

Note : (i) **All firms are requested to mention service tax/VAT/GST or other charges if any be separately**

(ii) All firms are requested to elaborate wages rate, ESI, EPF, etc which are mandatory for running the contract as per minimum wages in force and to be uploaded along with cover II in separate sheet.

(iii) The existing minimum wages in force has been mentioned in GOI, Ministry of Labour and Employment letter 1/10(6)/2018-LS-II dated 03 Apr 2018. All firms are requested to forward their quote in accordance with the letter of if any revision in this regards issued by GOI, all firms are requested to forward as per the latest notification.

File No. 438/LP/032/18-19

Date: 13 Sep 2018

(Vandana Sehwat)
Asst Commandant
Officer-in-Charge, LP Cell
for District Commander

TECHNICAL COMPLIANCE MATRIX BY THE VENDOR

(It is mandatory to submit this compliance matrix, failing which the Buyer reserves the right to reject the bids submitted)

Sl.	DESCRIPTION	COMPLIED WITH STATEMENTS	Yes/No. (Scan and upload documents wherever applicable)
1	The bidder should have minimum annual turnover of Rs. 50 Lakh during the last three financial years (2015-16, 2016-17, 2017-18)	Audited balance sheets to be submitted.	
2	Bidder must be providing the manpower support (24*7) to 1 customer for similar requirements for at least one year as on 31 Aug 2018	Letter from the customers in this regard, to be attached.	
3	The organization must be experienced in servicing Govt. / PSU offices for similar services.	Experience letters	
4	The organization should have GST Registration and PAN No.	Copies to be submitted	
5	The Contractor is to be registered with Labour Commissioner and should be in possession of necessary clearance to employ security guards.	Letter from concern to be attached	
6	Signed and scanned copy of EMD as per RFP	Scanned Copy of EMD to be uploaded and original EMD to be submitted MANUALLY on or before bid submission end date.	
7.	Signed and scanned copy of certificate for acceptance of terms and conditions of RFP	Certificate in firms letter head to be attached.	
8.	Number of personnel he/she has planned to depute for the execution of said	To be given in firms letter head	

	work		
9.	Bids (Technical & Commercial)	Should be scanned and uploaded by Bidder under their original memo/letter pad inter alias furnishing details.	
10.	No price should be indicated in the Technical bid else the same will be rejected summarily.		

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

Date

Place

Signature

Annexure 'B'

PRICE BID UNDERTAKING (To be given on firm's letter head)

To,

Dear Sir/Madam,

I submit the Price Bid for _____ and related activities as envisaged in the Bid document.

2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.

3. I offer to deliver the services at the rates as indicated in the price Bid, with taxes as mentioned therein.

4. The rates have been quoted in Indian Rupee only.

5. The rates are inclusive of all charges (As **per scope of work mentioned in RFP 438/LP/032/18-19 dated 13 Sep 2018 and no. of man power disclosed by us in technical evaluation**)

6. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.

7. The payment shall be made to the Firm at Bank Account as per ECS mandate (maintained in India only) by way of ECS/RTGS after deducting the TDS as applicable.

8. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

Yours Faithfully,

Signature of
authorized
Representative

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by

the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- (2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

PRICE BID BREAKDOWN (To be given on firm's letter head)