REQUEST FOR PROPOSAL

Reply should be addressed to The Commander

Telephone: 0484-2218300 Email – <u>dhq4@icg.nic.in</u> Headquarters
No. 4 Coast Guard District
(Kerala & Mahe)
Kalvathy Road,
Kochi – 682 001

438/LP/145 /17-18

12 Dec 2017

INVITATION OF QUOTATIONS FOR CATERING AND MAINTENANCE SERVICES CONTRACT FOR COAST GUARD OFFICERS' MESS AT CGDHQ-4

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 : Officer-in-charge, LP Cell (d) Telephone numbers of the contact personnel: 0484-2215592(Telefax)

(e) E-mail ids of contact personnel : dhq4@icg.nic.in

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

Thanking You,

Yours faithfully,

Sd/-(Namitha M) Dy Commandant Officer-in-Charge, LP cell for District Commander

Part I - General information

1. <u>Last date and time for depositing the Bids: 1700 Hrs</u> 01 Jan 2018

(Date to be mentioned in terms of DD MM YEAR)

The sealed Bids (both technical and Commercial, in case two bids are called for) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

- 2. <u>Manner of depositing the Bids</u>: Sealed Bids should be either dropped in the Tender Box marked as <u>TENDER BOX(LP)</u> 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. <u>Time and date for opening of Bids</u>: <u>1000 Hrs 02 Jan 2018</u> (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. <u>Location of the Tender Box</u>: Placed at <u>Unit Guard Room</u> front wall marked as "TENDER BOX" (Only those Bids that are found in the tender box will be opened)
- 5. <u>Place of opening of the Bids</u>: <u>TOC President's Office/Guard Room</u>. 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. <u>Two-Bid system</u>: Yes
- 7. <u>Forwarding of Bids</u> Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like GST/TIN number/ VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
- 8. <u>Rejection of Bids</u>: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
- 9. <u>Unwillingness to quote</u>: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
- 10. Validity of Bids: The Bids should remain valid till **90 days** from the last date of submission of the Bids.
- 11. <u>Earnest Money Deposit</u>:— Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs, 1,01,210**/-(Rupees **One lakh one thousand two hundred ten** 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 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 30 th 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.
- 12. 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
- 13. <u>Financial Status</u>: Bidder needs to furnish Audited Financial Statements for the past three financial years.
- 14. <u>Letter of Submission</u>: Bidder is requested to furnish a letter on Vendor's letterhead signed and stamped by the person in charge or the Vendor's authorized representative acknowledging the Vendor's agreement to the terms and conditions of this RFP and certifying that all information offered in the submitted proposal are true, accurate, and complete.

- 15. <u>Address, Contact Details</u>: Full contact details of the key person in the company in case of any clarification requirements.
- 16. Registration Certificate: Copy of valid trade license/ Legal registration documents, PAN
- 17. <u>Amendment of RFP Document</u> At any time prior to the last time and date for receipt of bids, the Purchaser, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment.
 - (a) The amendment will be notified in writing or by fax or e-mail to all prospective Bidders who have received the RFP Document and will be binding on them. In order to provide Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the last date for the receipt of Proposals.
- 18. 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, but without being under any obligation to do so, update, amend or supplement the information in this RFP document
- 19. <u>Signing of Contract</u> 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.
- 20. <u>Price</u>: Price shall remain fixed during the contract period. There shall be no increase in price for any reason whatsoever.
- 21. <u>Confidentiality:</u> 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 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.
- 22. <u>COMPLIANCE OF LABOUR AND OTHER LAWS</u>: 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, 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.

- 23. <u>OTHER CONDITIONS</u>: The contractor shall ensure that there is no loss or damage to the property of CGDHQ-4 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.
- 24. <u>SHIFT DUTIES:</u> Resource(s) shall be engaged/deployed in shift duties as required by CGDHQ-4.
- 25. <u>REPLACEMENT OF RESOURCE(S)</u>: 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.
- 26. 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 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 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.
- 27. <u>TRANSPORTATION</u>: CGDHQ-4 shall not make any additional payment for transportation of the personnel for travel from home to work and back.
- 28. <u>ACCOMMODATION</u>: Contractor will have to make arrangement for personnel engaged for execution of contract at his/her own. It is to be noted that accommodation should not be more than 05 Km far from this Headquarters
- 29. <u>UNIFORM</u>: 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.
- 30. <u>ID CARD</u>: Contractor will have to issue Photo ID Cards to all employees engaged in this contract on Company's Logo.
- 31. <u>DISBURSEMENT OF SALARY TO PERSONNEL DEPLOYED</u>: 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. A certificate in this regard is to be furnished to this Office by 15th of every succeeding month.

Part II - Essential Details of Items/Services required

1. <u>Schedule of Requirements</u> – List of items / services required is as follows: Name/Type of item/services/description of stores Qty required.

The schedule of requirements includes outsourcing catering and maintenance services for Coast Guard Officers Mess (K) at CGDHQ-4 on all 365 day in a year w.e.f. the date on which both the parties sign the contract. Contractor, once enter into contract, is responsible for rendering of catering and maintenance services for CGOM(Kochi) as enumerated in scope of work cited in this RFP.

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 shall employ only such persons(Not Minor) as are skilled for carrying out the assigned jobs as detailed in "Scope of work and Responsibilities". The Contractor shall submit the particulars of all personnel deployed along with 02 photos of each individual.

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 FOR EACH CATOGROY OF PERSONNEL IS AS FOLLOWS

Average Feeding Strength is = 60 Personnel Every day. Feeding strength may vary on certain special occasions like service ceremonies, official parties, VIP visits, Official visits of Service officers, reporting of UT officers for training, waiting Ships etc.

(A) PREPARATION OF FOOD AND RESPONSIBILITY OF COOKS

(i) <u>Timing and Occasion of food preparation</u>:

(a) Breakfast (between 0730 Hrs to 0900 Hrs)
(b) Stand easy/Refreshment (between 1030 Hrs to 1100 Hrs)
(c) Lunch (between 1300 Hrs to 14030Hrs)
(d) Stand easy/Refreshment (between 1530 Hrs to 1600 Hrs)
(e) Dinner (between 1930 Hrs to 2100 Hrs) 1

(f) Fruit Juices as per order and availability of provision

Note: Timing of preparation of food may vary on special occasions. The same will be intimated well in advance

(ii) Type of Food

- (a) Indian Food (South and North), Continental, English, Oriental
- (b) Specific type on spl occasion: Will be told well in advance

(Firm has to manage qualified/competent cook for such limited occasion.)

(iii) Responsibility

- (a) Food is prepared on time and quality of the food is good.
- (b) List of provisions and raw materials required for preparation of food as per menu is to be handed over to ward room Mess Secretary will in advance.
- (c) Raw materials procured for preparation of food as per menu is to be checked for their quality and quantity. Ensure items procured are of good quality and sufficient as per menu.
- (d) Perishable food items are stoked in the right temperature.
- (e) Hygiene in the kitchen and surrounding areas is to be maintained of high standard. Kitchen should always to kept be neat and clean.
- (f) Avoid wastage and misuse of government property.
- (g) Monthly medical checkups. Report to be rendered to Ward Room Mess Secretary.
- (h) Cap cook and Apron has to be worn during preparation of food.
- (j) Maintain short Hair cut and timely trimming of Nails and good personal hygiene.

(B) SERVING AND ACCOUNTABILITY OF INVENTORY BY STEWARDS

- (a) Food will be served as per time table above on time.
- (b) Tables, linen, cutlery and crockery are all set well in advance.
- (c) All the cutlery and crockery should be cleaned, wiped thoroughly before use.
- (d) Ensure sufficient crockery or cutlery is available. Make a list of deficient items and hand over to Ward Room Mess Secretary immediately when it is noticed.
- (e) Make a list of broken items during any occasion and hand over to Ward Room Mess secretary soon after completion of event.
- (f) Make a list of deficient items and hand over to Ward Room Mess Secretary immediately when it is noticed.
- (g) Set buffet counter for party well in advance.
- (h) Services are required during check in and check out of the guest at the ward room.
- (j) Ensure proper Hygiene, cleanliness of uniforms and smart turnout.
- (k) Monthly medical checkups. Report to be rendered to Ward Room Mess Secretary.
- (I) Uniform (Shirt Cotton White F/S, Black Trouser, Black Shoes, Belt and Name tally) has to be worn during serving of food.
- (m) Maintain short Hair cut, exhibit good personality behaviour, timely trimming of Nails and maintain good personnel hygiene.
- **(C)** HOUSE KEEPING: Responsible and accountable for the total cleanliness and aesthetic upkeep of the entire CGOM(K). Plan and carry out maintaining CGOM(K)/other allied services. The following services are also included:
 - (a) Laundry work for officers and cloths using in mess and related Daily
 - (b) Collection removal and disposal of garbage from the all floors Daily
 - (c) Cleaning of doors and windows in the public area and rooms Daily
 - (d) Dry mopping the wooden and finished floor area Daily
 - (e) Wet and dry moping and cleaning the uncarpeted floor and maintain all polished surface inside the building.

 Daily
 - (f) General cleaning around the said building Daily
 - (g) Cleaning and sanitizing, sanitary installation/wash room toilets Daily
 - (h) Vacuuming the carpet area and foot mats. Daily
 - (i) Cleaning of cob web Daily
 - (k) Cleaning of electrical fittings Daily
 - (I) Cleaning telephones and other accessories kept in room Daily
- **(D) SERVICES CO-ORDINATION:-** Food Preparation, Serving and Account ability of Inventory and House Keeping is to be coordinated with Ward Room Mess Secretary. Ensure excellence in housekeeping sanitation, safety and comfort etc. Maintain inventory of the Furniture, linen and other equipments. All requirements related to catering and maintenance has to planned and executed in the order in the most efficient manner. Control and coordinate all services Ensure that all services is provided round the clock in proper uniform. Uniform should be neat and clean.
- **(E) GENERAL**: Liability for food, uniforms and accommodation for these service providers rest with the contractor. Contractor has to ensure that service providers are fit and healthy. Medical check up for all who are handling above services once a month and submitted for scrutiny of DHQ-4 medical department.
- **(F)** It is mentioned that scope of work stated is based upon day today experience. It is expected that contractor, once entered into contract, will execute and complete all the works associated with Catering and Maintenances of the CGOM(K) with employing of best of manpower and use of standard material.
- **(G)** MAINTENANCE OF INVENTORY: All items held in suites and Rooms of CGOM(K), Crockery, Cutlery, utensils etc held with CGOM(Kochi) will be handed over to the contractor. Maintenances of all such items and appliance will rest with contractor. Defect or breakage due to FWT will be replaced by this Headquarters. Contractor will be responsible for replacement of items damaged other than FWT during the validity of contract.
- (H) <u>MANPOWER</u>: This Headquarters has been outsourcing Catering and Maintenance services for last 5 years. Volume of work is well known. The minimum man days required for running the contract is 5110 man days (i.e. 03 Cooks, 06 Stewards, 04 House Keepers and 01 supervisor are required to be

employed on all days of the year during contract period for smooth functioning of the Mess) (ie. Cooks – 1095 man days, stewards – 2190 man days, laundry boy – 365 man days, safaiwala – 1460 man days and supervisor – 365 man days per year). Average Feeding Strength is 60 Personnel Every day. Feeding strength may vary on certain special occasions like service ceremonies, official parties, VIP visits, Official visits of Service officers, reporting of UT officers for training, waiting Ships etc. <u>Bidder will have to disclose the number of personnel he/she has planned to depute for the execution of said work regularly in his/her technical bid. Commercial bids of the contractor not disclosing the number of personnel in the technical bid will not be accepted.</u>

- 2. <u>Technical details:</u> 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 EFP and ESI code from the concerned departments and remit the contribution in accordance with EFP 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 and Industrial Disputes Act etc.
 - (c) Contractor is to confirm whether they have registration with concern department for payment of GST /Service Tax. Copy of necessary GST/service tax 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

GENERAL INSTRUCTIONS FOR PERSONNEL EMPLOYED CATERING AND MAINTENANCE SERVICES CONTRACT FOR COAST GUARD OFFICERS' MESS AT CGDHQ-4

- (a) All staff engaging in this contract shall be presentable, hygienic and available at respective duty places at allotted time.
- (b) In case of necessity, extra duty shall be imposed any time during the contract period for which the contractor shall not be paid anything extra.
- (c) Proper man-power supervision, keeping log-notes, apprising the officer, in-charge about contract related activities on a regular basis are to be strictly followed.
- (d) All the staff should be in proper uniform, well behaved, possess good health, medically fit, possess vigilance clearance and should be above 18 years of age.
- (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 catering and maintenance service contract 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. 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.
- (I) 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 Coast Guard premises without proper gate pass issued by the Authorised Officer of Coast Guard.
- (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 CGDHQ-4 and the employees engaged by the contractor.
- (s) The Contractor shall decide the modus operandi as to engage men by him rendering proper and efficient services and to conform to the prescribed standard of service and Hygiene in consultation with concern Officers of CGDHQ-4.
- (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) 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.
- (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 CGDHQ-4.
- (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 CGDHQ-4. The CGDHQ-4 shall, under no circumstances be deemed or treated as the employer is respect of any person(s) engaged/employed by the contractor for any purpose whatsoever nor would the CGDHQ-4 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 emended 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 CGDHQ-4 is required to meet any liability in respect of any person(s) engaged employed by the contractor by virtue of their working at CGDHQ-4, it would be open and lawful for the CGDHQ-4 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 CGDHQ-4 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 CGDHQ-4 staff, the Contractor shall take necessary and appropriate action.
- (ae) In the event of any loss/damage being occasioned to the CGDHQ-4 on account of the negligence of the Contractor's employees, the Contractor shall make good the loss sustained by the CGDHQ-4 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 CGOM(Koc), CGDHQ-4 staff for the execution of the contract and will faithfully comply with the same.
- (ah) All members of staff employed by the Contractor will be subjected to security check by the Security staff while entering/leaving the premises.
- (aj) The supervisory staff provided by the contractor will ensure for proper execution of job.
- (ak) The Contractor shall give the services on all days during the contract period.
- (al) The Contractor's employees will make their own arrangements for food and snacks while at work at their own cost and the CGDHQ-4 will not entertain any financial expenditure or provide any canteen facility.
- (am) 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 CGDHQ-4 from time to time, it shall be open and lawful for the CGDHQ-4 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.
- (an) All the above services which will be entrusted to the Contractor from time to time by the CGDHQ-4 are to be rendered without causing any hindrance or disturbance to any staff member of the CGDHQ-4.
- 3. <u>Two Bid System</u> 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 <u>Appendix "A"</u>
 - (a) The dully filled Technical Bid as per <u>Appendix "A" alongwith EMD</u>, terms and Conditions, bidders profile and other relevant documents in connection with technical specification etc should be kept in <u>Cover I</u> and super scribed as <u>Technical Bid</u>- Tender No. <u>438/LP/145/17-18</u> dated <u>12 Dec 2017</u> and due date of opening is <u>02 Jan 2018</u>. The duly filled commercial bid should be kept in <u>Cover II</u> and no other documents should be enclosed with the commercial bid. The cover containing commercial bid should be sealed and super scribed as <u>Commercial Bid</u> -Tender No. <u>438/LP/145/17-18</u> dated <u>12 Dec 2017</u> and due date of opening. Both the <u>Covers I and II</u> should further be kept in a <u>master envelope</u> sealed and super scribed as Catering and Maintenance Contract services for Coast Guard Officers Mess at CGDHQ-4, Tender No. <u>438/LP/145/17-18</u> with due date of opening on <u>02 Jan 2018</u> and to be addressed to The Commander, CGDHQ-4, Kalvathy Road, Fort Kochi 682 001
 - (b) <u>Pre Bid Conference</u>: 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 <u>1100 Hrs</u> on <u>22 Dec 2017</u> at CGDHQ-4, Kalvathy Road, Kochi prior submission of bids(Contacts person Officer-in-Charge, LP Cell, CGDHQ-4, Kochi)
- 4. <u>Delivery Period</u> Delivery period for supply of personnel would be from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.
- 5. <u>Consignee details</u> Headquarters Coast Guard DHQ-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 Commander, CHDHQ-4 will allow access to the contractor's work force to the working areas for Catering and Maintenance work. 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.
- (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 Commander, CHDHQ-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. <u>Penalty Clause</u>: Penalty will be levied for the following.
 - (a) Deficient Manpower provided
 - (b) Deficiency/reduction in equipments/consumables
 - (c) For incomplete/unsatisfactory work.
- 8. <u>Short term clause / Termination</u> -- 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 Commander, CGDHQ-4 who in turn will allow these personnel inside the CGDHQ-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. Security personnel deployed at the gate have the right to check/search the transport, examine the person and belongings of the employees/representatives/agents of the Contractor while entering leaving the CGDHQ-4 premises. The Contractor is to ensure that stores are not allowed to be taken out/brought in without proper pass/authority.
- 12. The Contractor shall obey all orders and instructions pertaining to the contract issued to him from time to time by the Commander Officer, CGDHQ-4 and all security and safety Orders/regulations in force in the CGDHQ-4 premises during the period of contract.
- 16. <u>Arbitration Clause</u>
 - (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.

-11-

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. <u>Law:</u> 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. <u>Effective Date of the Contract</u>: 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. <u>Arbitration</u>: 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. <u>Penalty for use of Undue influence</u>: 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. 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.
- 6. **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.
- 7. <u>Liquidated Damages</u>: 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.
- 8. **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 (02 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 (06months) 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.
- 9. **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.
- 10. **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.

11. Patents and other Industrial Property Rights: NA

12. **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.

13. Taxes and Duties:

- (a) <u>In respect of Foreign Bidders</u>: NA
- (b) <u>In respect of Indigenous bidders</u>
 - (i) General
 - 1. Bidder 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.
 - 3. Any changes in 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 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 indicated separately in the bids. Bidders are required to include the same in the pricing of their product.
 - ii) Customs Duty -NA
 - iii) Excise Duty NA
 - iv) Sales Tax / VAT/ GST As stated above Paragraph (i), sub Para 1
 - v) Octroi Duty & Local Taxes
- Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.
 - 2. Vendors should have GST/Service Tax Registration.

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. <u>Performance Guarantee</u>: <u>Indigenous cases</u>: The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to <u>10%</u> 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 from the Ward Room Mess Secretary, CGOM(K)
- 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 artially 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. <u>Inspection Authority</u>: Performance will be assessed by the Ward Room Mess Secretary and one Satisfactory Certificate will be issued for release of payment. In the event complain by Ward Room Mess Secretary 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. <u>Evaluation Criteria</u> 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 (commercially only).

PREVIOUS EXPERIENCE (IN RUNNING SIMILAR CONTRACT/TRADE/BUSINESS PROOF TO BE ATTACHED). PREVIOUS WORK EXPERIENCE CERTIFICATE FROM GOVT/SEMI GOVT ORGANISATIONS 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.
 - (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

 (Rupees: One Lakh One Thousand Two Hundred Ten Only) As Earnest Money Deposit, alongwith tender from. 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. 50 Lakh (Rupees Fifty Lakh 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 30 Sep 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.
- (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 below. The consideration of taxes and duties in evaluation process will be as follows:
 - i. In case where only Indian Bidders are completing, 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
- 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. <u>Technical Bid Format:-</u>

SI.	DESCRIPTION	COMPLIED WITH STATEMENTS	PROOF ATTACHED
1	The bidder should have minimum annual turnover of Rs. 50 Lakh during the last three financial years (2014-15, 2015-16, 2016-17)	Audited balance sheets to be submitted.	
2	Bidder must be providing the manpower support (24X7) to 1 customer for similar requirements for at least one year as on 30 Sep 2017	customers in this	
3	The organization must be experienced in servicing Govt. / PSU offices for similar services.	Experience letters	

4	The organization should have GST/Service	
	Tax Registration and PAN No.	to be attached
5	The organization should have ESI & EPF	Documentary Proof
	registration.	to be attached
6	The Contractor is to be registered with	Documentary Proof
	Labour Commissioner and should be in	to be attached
	possession of necessary clearance to	

	employ labourers.	
7	Submission of EMD	
8	Number of personnel he/she has planned	
	to depute for the execution of said work	

-16-

Commercial bids of the bidders whose Technical bids do not fulfil 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:-

SL	PARTICULAR	SUPERVISO	COOK	STEWARD	HOUSE
NO		R			KEEPER
(a)	BASIC & DA				
(b)	ESI				
(c)	EPF				
(d)	Food & accommodati on charge				
(e)	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
(g)	GST if any				

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

<u>SI.</u>	<u>Description</u>	Quote for One Month	Quote for One year
(1)	Providing Catering and Maintenance Services for Coast Guard Officer Mess(Kochi), At CGDHQ-4 as per scope of work mentioning in this RFP		
	GST if any		
	Total Rs.		

Sd/-(Namitha M) Dy Commandant Officer-in-Charge, LP cell for District Commander

File No. 438/LP/145/17-18

Date: 12 Dec 2017

<u>Tender Fee :- Tender Fee :- All interested vendors are requested to pay Rs. 250.00 (Rupees Two Hundred Fifty Only) in the form of MRO in favour of District Commander, CGDHQ-4 payable at Kochi for getting tender form. Tender fee is exempted for the firms those who are registered in MSMEs.</u>

Note: All firms are requested to elaborate basic wage, ESI, EPF, etc which are mandatory for running the contract as per minimumwages in force. The detailed breakup/calculation sheet of the quote a per mandatory elements elaborated in the RFP may enclosed along with formal quote.

TECHNICAL BID FORMAT

SI.	DESCRIPTION	COMPLIED WITH STATEMENTS	PROOF ATTACHED
1	The bidder should have minimum annual turnover of Rs. 50 Lakh during the last three financial years (2014-15, 2015-16, 2016-17)	Audited balance sheets to be submitted.	
2	Bidder must be providing the manpower support (24X7) to 1 customer for similar requirements for at least one year as on 30 Sep 2017	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/Service Tax Registration and PAN No.	Documentary Proof to be attached	
5	The organization should have ESI & EPF registration.	Documentary Proof to be attached	
6	The Contractor is to be registered with Labour Commissioner and should be in possession of necessary clearance to employ labourers.	Documentary Proof to be attached	
7	Submission of EMD		
8	Number of personnel he/she has planned to depute for the execution of said work		

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

Date

Place

Signature of proprietor