

E-mail: egs-knd@indiancoastguard.nic.in

Tele : 0884- 2342175

Fax : 0884- 2342171

Reply should be addressed to
the Commanding Officer

BHARATHIYA TATRAKSHAK AVASTAN KAKINADA

ICGS Kakinada

Burma Shell Area

Beach Road Junction

Kakinada 533 001

Quoting: KND/RFP/PS-1/2017-18

23 Jan 18

(Firms downloading form web are to submit a DD of Rs. 100/- in favour of "Principle Controller of Defence Accounts (Navy), Mumbai" being of the cost of tender alongwith their bids, otherwise bids will be rejected)

REQUEST FOR PROPOSAL (RFP) NO. KND/RFP/PS-1/2017-18 DATED JAN 18

**OUTSOURCING OF CONSERVENCY AND CLEANING
OF CG ASSETS AT ICGS KAKINADA FOR THE PERIOD OF ONE YEAR**

Sir,

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 to be declared invalid.

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

(a) Bids/queries to be addressed to : The Commanding Officer

(b) Postal address for sending the Bids:

ICGS Kakinada
Burma Shell Area
Beach Road Junction
Kakinada Port
Kakinada - 533 001

(c) Name /designation of the contact personnel: Asst Comdt Arun P Dayal
Station Logistics Officer

(d) Telephone numbers of the contact personnel: 0884-2342173

(e) E-mail ids egs-knd@indiancoastguard.nic.in

(f) Fax number: 0884-2342171

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

(a) Part I- Contains General Information and Instruction for the bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc

(b) Part II- Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

(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.

(c) 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. RFP Part I, II, III, IV and V are enclosed herewith.
6. The Para marked with "Blank" will not be considered as part of RFP.

Thanking you,

Yours faithfully,


(Arun P Dayal)
Asst Commandant
Station Logistics Officer
for Commanding Officer

Encl: As above

PART I – GENERAL INFORMATION

- 1. Last date and time for depositing the Bids:** 1000 Hrs on 13 Feb 18. The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
- 2. Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box placed near Security office/main gate of this Station or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
- 3. Time and date for opening of Bids:** 1100 Hrs on 13 Feb 18. (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
- 4. Location of the Tender Box:** At ICGS Kakinada Main Gate. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
- 5. Place of opening of the Bids:** ICGS Kakinada (Activity Room). The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
- 6. Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like valid service tax registration number, TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
- 7. Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 7 (seven) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
- 8. Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
- 9. Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
- 10. Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected.
- 11. 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.
- 12. Validity of Bids:** The Bids should remain valid till **90 days** from the date of opening of tender.
- 13. Bid Security/Earnest Money Deposit:** Bidders are required to submitted Earnest Money Deposit (EMD) for a sum of **Rs. 30,550/-** (Rupees Thirty thousand five hundred Fifty only) in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (available in MOD website and can be provided on request) is to be deposited by the firm (The Commanding Officer, ICGS Kakinada) alongwith the bid. The bid security should remain valid for a period of forty-five days beyond the final bid validity period. Bid securities of the unsuccessful bidders will be returned 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 bidders will 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 Organisation (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

The following details are to be submitted along with application for participation for the tenders :-

1. Details of Firm.

- (i) Name and complete Postal Address (along with local office at Kakinada, incase participating from outside Kakinada limit)
- (ii) Name of Contact Person
- (iii) E-Mail ID
- (iv) Fax No.
- (v) Telephone / Mobile No.

2. Experience. Furnish the details if any of successfully completed work/works of similar in nature executed in last five years in any major organizations including Navy.

3. Schedule of Requirements. List of Items / services required is as follows: **Name/Type of item/services/description of stores qty required Hiring of conservancy Services of CG Assets at Kakinada :-**

(a) Man Power as appended below.

| Sl. | CATEGORY | TOTAL |
|-------|------------|---------|
| (i) | Supervisor | 01 Nos. |
| (ii) | Gardner | 02 Nos. |
| (iii) | Cleaner | 10 Nos. |

(b) Minimum wages, VDA, ESI/EPF and Profit & Taxes are to be reflected.

(c) Cleaning Material required for Outsourcing of Conservancy Services of CG Assets at Kakinada.

4. Eligibility Criteria. The firm should have following certificate / documents valid as on date of issue of this tender enquiry :-

(a) Technical Parameter.

(i) **ESI Scheme Registration Certificate:** Attested copy of ESI Registration Certificate with Nominal Roll, unique ESI ID registration No. & Photo Identity proof of the workers to be employed for the said work along with copy of latest receipt of premium paid to be concerned authority should be attached. If payment of EPF/ESI is not applicable for the present offer/contract for any reason, the same may be clearly specified and documentary proof /affidavit for the same also be submitted with the Logistics Officer.

(ii) **EPF Registration Certificate:** Attested copy of EPF Registration Certificate with Nominal Roll, unique EPF Id registration No. & Photo Identity proof of the workers to be employed for the said work alongwith copy of latest receipt of premium paid to the concerned authority should be attached. If payment of EPF/ESI is not applicable for the present offer/contract for any reason, the same may be clearly specified and documentary proof /affidavit for the same also be submitted with the Logistics Officer.

(iii) **Income Tax Details:** The firms are required to submit last three years Income Tax details.

(b) Financial Parameters.

(i) **EMD Contract:** EMD as mentioned in RFP is to be deposited alongwith the bid.

(ii) **PBG/Security Deposit Amount:** The firms are required to submit minimum 10% amount of the total contract value as PBG within 30 days from the date of contract agreement.

(iii) **Balance Sheet, Profit and Loss Statement:** The balance sheet of last two financial years duly certified by auditors/CA to be attached.

(c) **Statutory Parameters.**

- (i) **Breakdown of Minimum wages, EPF, and ESI:** Minimum wages @ 26 days per month for Workers, ESI @ 4.75% and EPF @ 13.15% to be borne by employer ie Contractor are to paid to the concerned authorities.
- (ii) **Affidavit:** An affidavit is required to be submitted with the quotation for compliance of minimum wages, EPF/ESI and other statutory provisions promulgated by Competent Authorities.
- (iii) **Works Experience:** The firms are required to submit certificate/work order minimum last two years working experience related to data operating filed.
- (iv) **Age limit:** The contractor will employ only physically and mentally conservancy labourers between 18 to 50 years of age.
- (v) **Gender:** Number of workers should be deployed as indicated in RFP i.e male and female employees.
- (vi) **Minimum wages:** The contractor should ensure payment of minimum wages as per minimum wages Act 1948 as revised from time to time (Either equal or more than minimum wages). Non adherence to the minimum wages Act 1948 will result in cancellation of the contract, forfeiting of EMD/PBG and appropriate administrative action. To ensure the same payment of the contractor's employees/labourers/workers is to be paid on or before 10th of every month through Bank account and proof is to be submitted to the unit by 12th of every month.

The relevant AP Govt Gazette Notification/orders for varied services to be contracted and to be followed are as follows :-

| Sl. | Description | AP Govt. Order (GO) Applicable |
|-----|---|--|
| (1) | Outsourcing of Conservancy Services for CG assets | As per Wages of the contract labour Notification issued vide G.O Ms. No. 39, LET & F (Lab II) Dept., dt: 31.03.2009. (Minimum Wages VDA payable from 01-10-2017 to 31-03-2018) |

(d) **Other Essential Parameter.**

- (i) The Contractor should be License holder for providing contract Labourers, issued by Competent Labour License Authority under the provision of contract labour (regulation and abolition) Act 1970 and central rule 1971.
- (ii) The Contractor shall also abide by the provision of the child labour Act 1986.
- (iii) The contractor shall fix the wage period not exceeding one month to labourers employees and shall ensure payment before 10th day of the following month.
- (iv) The contractor shall arrange for such facilities as provided for in the contract labour (regulation and abolition) act for the welfare and health of the labour employed for the work.
- (v) **Police Verification:** At all items contractor will be responsible to ensure that the workers engaged by him are security cleared by the police station of the workers residing area. The police verification certificate is to be submitted at least 10 days prior to the commencement of the contract.
- (vi) **Proficiency & conduct:** The personnel engaged by the contractor shall be experienced as required for the nature of work. The proficiency in the work will be scrutinized by the contract operating authority. Only those who possess sufficient proficiency in the work to the opinion of the contract operating authority shall be deputed for the work. If at any time the work or conduct of any worker is found unsatisfactory by COA of such authorized, such a person shall be removed by the contractor immediately with suitable substitute.

(vii) **Integrity.** The employees shall possess high profile of integrity so that he/she is eligible for obtaining an entry pass from the Contract operating Authority. If at any time the work or conduct of any worker is found unsatisfactory by COA or such authorized person, such person shall be removed by the contractor immediately with suitable substitute.

(viii) If any employee engaged by the contractor remains absent from the place of duty during any working day the contractor shall plan in advance and provide suitable substitute for the absent period.

9. **Period of contract.** The Services will be for the period of One year from the date of conclusion of the contract. The Contract may be extended (renewed) to maximum period of 03 years including the original contract with mutual agreement, without any changes in terms/conditions and increase in the contracted prices subjected to satisfactory performance of the firm during the current period and any increase in VDA declared by Govt. as per G.O mentioned at 5(c) of Part II.

10. **Cleaning Material.** The contract or should provide following cleaning material to the unit on monthly basis as per the scope of work/job requirement:-

| SL. | ITEM | DENO/QTY | REMARKS |
|-----|---------------------------|----------|---------|
| 01 | Bleaching powder | 25 Kgs | |
| 02 | Liquid Soap | 10 Ltrs | |
| 03 | Country Brooms | 30 Nos | |
| 04 | Acid | 10 Ltrs | |
| 05 | Boths/Sponge cloth | 50 Nos | |
| 06 | Phenol | 20 Ltrs | |
| 07 | Naphthalene Balls | 5 Kgs | |
| 08 | Scrubber | 20 Nos | |
| 09 | Soft brooms (Phool Jaadu) | 15 Nos | |
| 10 | Room freshener | 10 Nos | |
| 11 | Odoril | 30 Nos | |
| 12 | Petrol for grass cutting | 20 Ltrs | |
| 13 | 2T Oil for grass curring | 01 Ltr | |
| 13 | Grass-cutting wire | 20 Mtrs | |

11. In the event of any dispute arising under these terms and conditions, the matter shall be referred to the sole arbitrator who shall be nominated by the Contract Sanctioning Authority.

12. **Maintenance of common and special areas.**

(a) The scope of work in this premises in respect of cleaners, gardeners and supervisor is as follows :-

(i) **Cleaners.**

(aa) Clearing and cleaning of storm drains, path ways and rods.

(bb) Complete office cleanliness (including toilets), conference rooms, pantries, corridors, terraces, outer areas, stairs, MT parking shed etc. Upkeep of all interiors including furniture / furnishing and removing dusts, cobwebs, etc.

(cc) Garbage management which encompasses collection of garbage from all designated areas and clearance/dumping outside CG area.

(dd) Common area sweeping, applying lime/geru, main mast painting, Door/windows painting, cleaning of floor by Mop in all offices/ Officer's cabin/varanda, cleaning/varnishing / maintenance of wooden frames, cleaning and dusting up of doors/windows/all partitions/fans/glass/pelmets etc.

(ii) **Gardeners.**

(aa) Vegetation clearance, grass cutting services, trimming of plants and trees in the premises of 08 acres land.

(bb) Maintenance / caring of garden and main lawn in front of main administrative building.

(iii) **Supervisor.**

- (aa) Ensure timely and meticulous rendition of services by cleaners and gardeners.
- (bb) Ensure meticulous documentation pertaining to the labourers employed daily progress of work.

(b) Subject to wear and tear of items in custody of the second party are to be returned back at the time of Contract termination. Maintenance and repair will be responsibility of the successful bidder, subject to wear and tear. All the equipments provided by the contract operating authority are to be mustered quarterly in the presence of the representative of the contract operating authority and a report to be subjected to them.

(c) **Detailed nature of work is as follows.**

- (i) Vegetation clearance and arboriculture services.
- (ii) Cleaning and clearing of storm drains, path ways and roads.
- (iii) Cleaning of officers cafeteria and Subordinate Officers & Enrolled Personnel Mess.
- (iv) Office Assistance and Runner Services in various officers cabin in the admin building.
- (v) WCs, Urinals and wash basins are to be cleaned with caustic soda and washed once a day before 0930 hrs and sprinkled with disinfectant phenol.
- (vi) Naphthalene balls not less than five numbers each are to be placed and maintained always in all wash basin and urinals and drains to be cleaned once a day.
- (vii) The central common area are to be swept twice a day.

(d) **Nature of job.** The details of nature of job are as follows:-

(i) All the office cleaning shall be carried out before office hours (before 0730 hrs) and after the office hours (after 1730 hrs) only.

(ii) Managing and controlling requirement of consumables and toiletries which should be of reputed brand.

(iii) All the workstation/cabin/sitting arrangements shall minimally be equipped the following before 0730 hrs:-

- (aa) Water bottle (freshly filled water in a clear, pearl pet bottle).
- (ab) Clean glasses (good quality with a lid).
- (ac) Clean workstation including cleaning of the workstation fixtures, emptying of dustbins, cleaning + of office furniture, etc.

(iv) The activities mentioned above are illustrative and not exhaustive, the service provider to ensure high standards of cleanliness for the workstations.

(v) Complete office cleanliness, including officers, toilets, conference rooms, pantries, corridors, terraces, outer areas, stairs, etc. Up keeping all interiors including furniture/furnishing by using vacuum cleaner, detergents etc, as permitted and removing all dusts, daily with all labour and material.

(vi) Cleaning venetian blinds, windows glazing, glass exteriors every alternate day.

(vii) In toilets, toilet paper, perfume candles and liquid soap, bath soap of approved quality and size, deodorize (Odonil) etc. Stocks are to be provided and replenished on a regular basis. Providing liquid soap in all soap containers of the urinal cubes and air purifiers etc in all areas of Enclave.

(viii) Providing insecticide and pest control solution for the whole premises (once every 45 days) to ensure the place to be free from termites/mosquitoes/cockroaches/lizards/flies/rats/rodents.

(ix) Removal/disposal of tainted materials, wastages from all the rooms, kitchens, stores, toilets and common approach, corridors besides maintaining all smooth surfaces, porcelain fixtures, plastics, PVC fixtures, cleaning of all light fittings, fixtures switch boards, fans, Telephones, table lights, tables, chairs, doormats, etc, and fittings by suitably polishing the same with the use of agents, chemicals and detergents at least one time during the day as and when required. All the areas to be suitably disinfected by using spraying insect repellent/killer and room fresheners of approved shall be used.

(x) Checking and maintaining the various checklists viz. Toilet checklists, common area checklists, etc.

(xi) Preparations of cleaning schedules as per the Organization standard and compliance of the same on regular basis – weekly, monthly, quarterly, scheduled activities and reporting completion of the same.

(xii) Maintenance of wooden and other surfaces, removal of all stains, scales, deposits, trained materials, used materials etc. from all fittings, furniture, upholstery, fixture, all type of ceilings, windows, metal items etc. (once a week) using effective chemical agents, disinfectants, purifiers etc. from all rooms.

(xiii) All the foot mats of best quality at the entrance, to be provided and maintained clean and tidy by the service provider.

(xiv) Managing and grooming the plantations in the designated places in the premises of the organization, the service provider shall ensure daily watering of the plantations along with frequent introduction of changed plantation as per season.

13. The tenderer should quote their rates for services of persons for **per month** in figure as well as in words. Alterations unless legibly attested by the tenderer shall disqualify the tender. The tender form should be signed by the tenderer themselves. The rates should be quoted after taking into account the **provisions of Minimum Wages Act, Contract Labour Act** and other statutory provisions like Provident Fund Act, ESI, Bonus, Gratuity, Leave, Uniform etc. Any change in the minimum wages Act made by the government will also be applicable to the wages quoted from time to time.

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

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

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 Supply Order shall be considered and made in accordance with the laws of the Republic of India. The Supply Order shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Work Order.** The Supply Order shall come into effect on the date of (Effective Date) of the Work Order 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 Supply Order.
3. **Arbitration.** All disputes or differences arising out of or in connection with the Supply Order shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Supply Order or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7 (for indigenous trade) / DPM-8 (for foreign supplies) / DPM-9 (available in MoD website).
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 Supply Orders or forbearing to do or for having done or forbore to do any act in relation to the obtaining or execution of the present Supply Order or any other Supply Order with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Supply Order or any other Supply Order with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the Supply Order and all or any other Supply Orders with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other Supply Order, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the Supply Order, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents / Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Supply Order and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the Supply Order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Supply Order, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Order with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Supply Order either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Supply Order along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any Supply Orders concluded earlier with the Government of India.
6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.
7. **Non-disclosure of Contract documents.** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

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

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

(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (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 (02 months) provided Force Majeure clause is included in contract.

(d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such Individual/company etc.

(e) As per decision of the Arbitration Tribunal.

10. Notices. Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

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

12. Patents and other Industrial Property Rights. The price 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 right. The first party shall indemnify the first party against all claims from a third party at any time on account of the infringement of any of all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The second party 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:** All taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the parties under the present contract in their respective countries.

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

(i) **General.**

(1). If any concession is available in regard to rate/quantum of any Duty/tax, as mentioned by the Seller in their bids, relevant certificate will be issued by the Buyer to enable the Seller to obtain exemptions from taxation authorities.

(2). Any changes in levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Goods Service tax, Octroi/entry tax, etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/tax paid by the seller similarly, in case of downward revision in any such duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs exemptions, rebates, concession etc, if any, obtained by the Seller, Section 64-A of Sales of Goods Act will be relevant in this situation.

(3). Levies, Taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Goods Service Tax, Octroi/entry tax, etc on final product will be paid by the Buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicted separately in the bids. Bidders are required to include the same in the pricing of their product.

Station _____
Date: _____

Signature of Tendere(s) _____
(Name & Address in full and Capacity)
(i.e., Proprietor/partner/Authorised Attorney etc.)
Telephone No. _____

(RUBBER STAMP)

PART IV – SPECIAL CONDITIONS OF CONTRACT

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

1. Performance Guarantee. The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the **Tenure of Contract**. The specimen of PBG is given in Form DPM-15 (Available in MoD website).

2. Payment terms for Indigenous Bidder. It will be mandatory for the Bidder 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. No advance payments will be made. The payment will be made on the basis of satisfactory Certificate by the user on monthly/quarterly basis.

3. Paying Authority. DCDA(Navy), Visakhapatnam

(a) **Indigenous Bidder:** – (Name and address, contact details). The payment of bills will be made on submission of the following documents by the Bidder/Contractor to the Paying Authority along with the bill:

- (i). Ink-signed copy of contingent bill / Bidder's bill.
- (ii). Ink-signed copy of Commercial invoice / Bidder's bill. **NA**
- (iii). Copy of Contract/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (iv). **CRVs in duplicate. NA**
- (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/ESI contribution with nominal roll of beneficiaries, etc as applicable. **NA**
- (vi). Exemption certificate for Excise duty / Customs duty, if applicable. **NA**
- (vii). Guarantee / Warranty certificate. **NA**
- (viii). **Performance Bank guarantee / Indemnity bond** where applicable.
- (ix). 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.
- (x). 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).
- (xi). Any other document / certificate that may be provided for in the work order/contract.
- (xii). **Satisfactory Certificate.**
- (xv). **Xerox copy of PBG.**

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

(b) Every person employed for security service of conservancy services should have individual bank account, and the proof of payment of minimum wages in to the respective bank account is to be made available unit on a monthly basis and the paying authority should release payment only after obtaining due confirmation from the unit that proof of payment of wages has been submitted to the unit. Similarly the proof payment of EPF and ESI in to the respective accounts pertaining to the personnel to make available to the unit for release of monthly payment to the agency.

4. Fail clause. The following fail clause will form part of the contract placed on successful Bidder.

(a) The price charged for the service of data entry operator under the contract by the Contractor shall in no event exceed the lowest prices at which the Contractor has done service of data entry operator or offer for service of data entry operator of identical description to any persons/Organization including the Customer or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of the contract placed during the currency of the rate contract is completed.

(b) If at any time, the said period the Bidder reduces the rates of services, provided such services to any person/ organization including the user or any Dept. of central Govt. or any Department of the state government or any Statutory undertaking of the Central or State Government as the case may be at a rate lower than the rates chargeable under the contract the firm shall forthwith notify such reduction to the user. The existing or previous Rate Contracts as also under any previous services entered in to with the Central or Sate Govt. Depts, including their undertakings excluding joint sector companies and / or private parties and bodies.

5. **Penalty clause.** In case any complain is received from the users, the following be followed:-

(a) **Uniform:** A penalty of Rs. 100.00 per head per day will be levied for non wearing of proper uniform as approved by COA and the same will be deducted from monthly bills to the contractor.

(b) **Punctuality:** In case of late reporting of any worker a penalty @ 10% of the daily contract value will be recovered from the contractor from monthly bill.

(c) **Performance:** Any sub-optimal / short fall in the providing requisite man power / services noticed by inspection team of COA penalty @ 25% of the daily contract value will be entailed.

6. **Risk & Expense clause.**

(a) Should the defect rectification be not undertaken within 07 working days post communication of defect to your office, the Buyer shall after granting the seller 05 days to rectify defect 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) In case of material breach that was not remedied within 15 days, the BUYER shall, having given the right of first refusal to the service provider be at liberty to purchase, manufacture, or procure from any other source as he things fit other stores of the same or similar description or make good such defect against Risk & Expense Clause.

(c) Any excess expenditure incurred on repair of equipment or parts there of or value of any service/stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recovers shall not exceed 10% of the value of the contract.

7. The customer shall be entitled to deduct from the pending bills of the contractor all such sums of money as may be claimed by the Govt. in terms of herein mentioned as clauses of the agreement. Any sum of money not covered by the amount of said bill shall be liable to be deducted from the PBG of the contract.

8. **Non payment of Minimum Wages.** In case the contractor not paying wages to the employees employed by him within stipulated date i.e 7th of the month, the same will be deducted from the monthly bill of the contractor or contract will be terminated

Station _____
Date: _____

Signature of Tendere(s) _____
(Name & Address in full and Capacity)
(i.e., Proprietor/partner/Authorised Attorney etc.)
Telephone No. _____

(RUBBER STAMP)

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

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

| Sl | Description | Amount |
|-----|-----------------------------|--------|
| (a) | Minimum wages including VDA | |
| (b) | EPF | |
| (c) | ESI | |
| (d) | Bonus | |
| (e) | Uniform | |
| (f) | Cleaning Material | |
| (g) | Profit/Service charges | |
| | Total | |
| | GST | |
| | Grand Total | |

The rates are mentioned as per the category of wages of the Contract Labour Notified Under Rule 25 (v) (b) of the A.P. Contract Labour (R&A) Rules, 1971. Notification issued vide G.O.Ms no. 39, LET&F (Lab. II) Dept., dt: 31.09.2009. Charges for Uniform and cleaning material to be fixed by the internal committee of the Unit and the charges should be part of the price bid. **The firm will quote for service charges/profit only.** Reasonable profit per head per month will be fixed by the internal committee of the unit formed for the purpose before opening of bids. Firms quoting up to 50% less than profit fixed by internal committee may be accepted while others quoting less than 50% of the profit fixed will be rejected.

2. **Evaluation Criteria.** The board guidelines for evaluation of Bids will be as follows:

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.

(b) The Lowest Bid decided upon the lowest price quoted by the particular Bidder as per the price format given at para 2 below. **The L-1 bidder will be determined by excluding taxes** levied by Central/State/Local Government as quoted by bidders.

(c) The taxes applicable are to be indicated separately. **Bids submitted without mentioning taxes separately would be summarily rejected.** If Nil. taxes are mentioned the relevant notification/exemption certificate should be indicated.

(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) Levies, taxes and duties levied by Central/State/local Government such as excise duty, VAT, Services tax, Octroi/entry tax etc on final product will be paid by the Buyer on actual based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the bids. Bidder are required to include the same in the pricing of their product.

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