

REQUEST FOR PROPOSAL

Tele Ph: 0891- 2768878  
Reply should be addressed to

Headquarters  
Coast Guard District No. 6(AP)  
Post Box No 1128  
Malkapuram (PO)  
Visakhapatnam-530 011

20 Mar 18

M/s \_\_\_\_\_  
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\_\_\_\_\_

**Subject- INVITATION OF BIDS FOR HIRING OF CATERING AND HOUSEKEEPING SERVICES FOR COAST GUARD OFFICERS MESS, VISAKHAPATNAM**

**REQUEST FOR PROPOSAL (RFP) No. D6/RFP/CGOM/24 /17-18 DATED 20 MAR 18**

1. Bids in sealed cover are invited for supply of manpower listed in PART-II of this RFP. This RFP is being issued on **Two Bid System**. The technical bid and the financial bid should be sealed by the bidder in separate covers duly super scribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed mentioning the above 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 number for sending Bids or seeking clarifications regarding this RFP are given below-
  - (a) Bids/queries to be addressed to: **The Commander, Coast Guard District Headquarter No.6.**
  - (b) Postal address for sending the Bids : The Commander, CGDHQ-6, Post Box No. 1128, Port Quarter, Malkapuram (PO), Vizag-11
  - (c) Named/designation of the contact personnel: DLOGO, CGDHQ-6
  - (d) Telephone number of the contact personnel: 0891-2768878
  - (e) E-Mail ids of contact personnel : dhq6@indiancoastguard.nic.in
  - (f) Fax Number : 0891-2741130
3. The 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 Requirement (SOR), Technical Specifications, Contract Period, Mode of Contract 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 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. **Acceptance of terms & conditions:** - The tender shall clearly mention the following in their offer letter

**WE ACCEPT ALL THE TERMS AND CONTIONS MENTIONED IN RFP**  
**D6/RFP/CGOM/24 /17-18 DATED 20 MAR 18**

Thanking you,

Yours faithfully,

  
(Sunita Sharma)  
Dy Commandant  
Dist. Logistics Officer  
for COMDIS-6

**Encl:** Part-I, Part-II, Part-III, Part-IV & Part-V

**PART I – GENERAL INFORMATION**

1. **Last date and time for depositing the Bids: 1100 Hrs on 10 Apr 18**

The sealed quotations under two-bid system i.e. Technical-bid and Commercial-Bid in sealed covers should be deposited/reach by the due the 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** kept with Guard Room of DHQ-6(AP) 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. Contents of Technical Bids are:- EMD/Document for exemption: Copies of registrations with Tax authorities, Labour commission, ESI, EPF, Government organizations ect.; Technical Specifications Compliance Matrix; Information on pre-qualification criteria as per Part-II of RFP. Only the price format as per Part-V is to be enclosed in the cover for commercial bid.

3. **Time and date for opening of Bids: 1530 Hrs on 10 Apr 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:** The tender box is located at Guard Room, CGDHQ-6. 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 Tenders:** Tenders will be opened at **Meeting Room of CGDHQ-6**. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. **Two-Bid system:** 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.

7. **Forwarding of Bids** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, GST/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.

8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 5 (five) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

- 9. Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
- 10. Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
- 11. Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
- 12. Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
- 13. Validity of Bids:** The Bids should remain valid till 120 Days from the date of opening of commercial bid.
- 14. Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rs. 86,991.00** (Rupees **Eighty six thousand nine hundred ninety one** only) along with their bids. The EMD may be submitted in the form of **Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (in favor of DCDA i/c. AAO (N))** from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-13 (copy enclosed). However, **EMD is normally to remain valid for a period of forty-five days beyond the final bid validity period.** EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender. **EMD to be submitted in the separate envelope along with TEC documents.**

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

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

SL.	Description	TOTAL
(a)	Supervisor	02
(b)	Housekeepers/cleaner	05
(c)	Steward	09
(d)	Head cook	01
(e)	Cook	04
(f)	Scullery staff/ cleaner of utensils	01
(g)	Laundry staff/ dhobi	02
(h)	Gardener	01
(j)	Receptionist	01
	<b>Total</b>	<b>26</b>

**Note:** As per Clubs & Canteens, Notified issued vide G.O.Ms.No.85, LET&F (Lab. II) Dep., dt: 06-12-2006. Published in AP Govt. Gazette No. 759, dated 20-12-2006 and latest order issued vide Government on Minimum Wages and VDA payable (w.e.f 01 Oct 17 to 31 Mar 18).

2. **Technical Details:** The services/manpower should be provided as per the details enclosed separately as below.
3. **Experience:** Furnish the details of successfully completed work/works of similar in nature executed in last 02 years in any major organizations including Navy.
4. **Eligibility Criteria:-** The firm should have following certificate/documents valid as on date of issue of this tender enquiry:-

<b>A. Technical Parameters</b>			
Sl.	Description	Criteria	Compliance (Yes/No)
1	Past Experience	2 contracts for twice the value of proposed contract value	
2	Work Force	Skilled work force not less than number required	
3	Income tax details	Last 3 years details to be submitted	
4	Facilities	To be well equipped to be carried mechanised conservancy/housekeeping/arboriculture and admin cum allied support services	
<b>B. Financial Parameters</b>			
1	Annual Turnover for last financial year each	2 times of the total value of the proposed contract	
<b>C. Statutory Parameters</b>			
1	Minimum Wages	Break down of the minimum wages to be given	
2	ESI	Registered with ESI Organisation	
3	EPF	Registered with EPF Organisation	
4	Labour commission	Registered with Labour Commission/Ministry	

5	Affidavit	Affidavit to be submitted stating that the firm will comply the payment of minimum wages to its employees	
6	Uniform	(twice Year)	
7	Age Limit	18 to 50 Years of age with sound health	
8	Gender	(required gender to be mentioned)	
<b>D. Other Essential Parameters</b>			
1	Payment	The firm should pay before seventh day of the succeeding month	
2	Welfare	The firm should ensure the welfare and health of the employee	
3	Police Verification	The police verification should be submitted at least 10 days prior to the commencement of the contract	
4	Proficiency	The firm should deploy employees having sufficient proficiency in the work. If the employee not found efficient, Suitable substitute should be provided.	
5	Integrity	The employ should have high profile of integrity	

(Based on the nature and value of requirement, the desired eligibility criteria may be decided and included above)

(Note: As per OM No. F.20/2/2014-PPD (Pt) dated 20<sup>th</sup> Sept, 2016 II Central Ministries/Departments may relax condition of prior turnover and prior experience in public procurement to all Start-ups subject to meeting of quality and technical specifications in accordance with the relevant provisions ).

5. **Cleaning Material** The contractor should provide following cleaning material to the unit on **monthly basis:-**

SL.	ITEM	deno/Qty
(a)	Botha	100 Nos
(b)	Lizol	30 Nos
I	Harpic	60 Nos
(d)	Liquid Soap	10 Ltrs
(e)	Dish wash bar	30 Nos
(f)	Scrub	60 Nos
(g)	Soft Broom	15 Nos
(h)	Wiper	10 Nos
(j)	Super Mop with handle	10 Nos
(k)	Room Freshener	05 Nos
(l)	Toilet Roll	30 Nos

6. **Schedule of Requirements- General**

(a) **Manpower:**

(i) The bidder would be responsible to provide **26** individuals (per month) as per schedule of requirements given in **Part-II** of the RFP.

(ii) The bidder will ensure that these personnel are trained, disciplined and courteous. The bidder will provide proper uniforms to their staff with Identity Card and maintain the same based on the merit of duty performance. If any of the staff takes leave or is absent, the bidder will make alternative arrangements to ensure that **26 (twenty six)** individuals are available for uninterrupted services at all times.

(iii) The staff will be in the employment of the successful bidder except for the services provided for the contract operating authority. However, the contract operating authority will have the overall supervisory and coordinating control over the staff provided by the bidder. In the event when the successful bidder fails to provide any of the services requisitioned under the agreement, the contract operating authority will have the right to hire such services from a Third Party at the expenses of the Second Party with the prior written concurrence of the Second Party.

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

(v) The successful bidder will keep the surrounding of the Mess clean and also ensure economical use of electricity, cooking gas and water provided by the first party in the CGOM. Regular watering and care to be taken by the bidder for the potted plants at the Mess premises and any expenses towards manure, pesticides or replacement of live plants will be provided by the contract operating authority. The successful bidder will ensure proper disposal of garbage through VSKP Municipal Corporation/ local rules in force, every day.

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

(vii) The successful bidder's representative will meet the Mess Secretary once in week or on "need basis" to review the performance and plans of CGOM.

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

(b) **Schedule of duties:**

(i) The staff of successful bidder shall be deployed for Housekeeping, Cooking, Steward, Supervisory, scullery, gardening and Laundry services on contracted services only. All the personnel would be fully trained in their respective assigned job and in discharge of their duties. Detailed schedule of duties would be as follows:

**(i) Housekeeping / housekeepers**

(aa) Should be conversant in English and Hindi languages.

(ab) The bidder will provide necessary cleaning equipment for housekeeping like vacuum cleaner, ladders etc. All the housekeeping material and consumables including brooms, mops, squeezes, scrubbing brushes, Cobweb brushes, dusters, liquid soap, air fresheners, detergent, toilet rolls, cleaning acid etc will be provided by the successful bidder. The bidder shall provide all sanitation and cleaning material like soap liquid, acid, detergents, mops and chemicals necessary to maintain cabins, dining places, kitchen, toilets and recreation rooms etc.

(ac) The bidder will maintain the details of cleaning schedules and submit out line of schedule planned on a monthly basis.

(ad) It will be the responsibility of bidder to maintain occupancy records of the Mess through the staff employed.

(ae) Housekeepers will be assigned for maintenance of every floor, the Front office, bar, gents/ladies toilets, mess offices, Dining room, blue room, common toilets, court yard, stair case- ground floor to IInd floor, surrounding passage in the ground floor, each floor, porticos and VIP rooms.

(af) They will upkeep cabins, passages, staircase, front/rear, T.V Room, Billiards room, Gym and Library. Housekeepers will maintain a HK checklist card and make entries on a daily basis. This will be checked by the Supervisor and service staff daily. Maintenance if required for each cabin or common areas will also be identified and appropriate action will be initiated by them.

(ag) Each housekeeper will draw consumables from HK stores daily, replenish them in each cabin and make an entry in the card provided at the cabins.

(ah) Each housekeeper will carry a bucket/container consisting of odonil sticks, naphthalene balls, paper napkins, toilet soaps, toilets rolls for replenishing in the rooms. He will also carry soft broom, hard broom, duster cloth, mop stick, toilet brush, sanifresh, phenoyl, dust pan to carry out upkeep of cabins.

(ii) **Catering/Kitchen staff**

(aa) The contract operating authority will provide adequate water, electricity, cooking gas etc. to enable the Second Party to provide prompt and quality catering services.

(ab) The contract operating authority will be in charge of Menu Pattern for "day to day" and for special services. Required dry and wet quantity provision as per menu and number of guests to be served will be provided by the contract operating authority. However, the bidder will coordinate and execute as per Mess Secretary's instructions.

(iii) **Cooks (Senior and junior):**

(aa) The employees should preferably be a Diploma in catering Technology from a reputed institute or a retired CPO (CK)/PO (CK"O") /P/Nvk/ (CK"O") /U/Nvk (CK"O") respectively.

(ab) He should be able to prepare a menu for organizing official parties and social get-togethers

(ac) Should be able to communicate in Hindi or English.

(ad) One cook will be in day and one will be in night shift.



(iv) **Scullery staff:**

(aa) Adequate Knowledge of material/equipments used in maintaining clean ship of the galley.

(ab) He will be on day shift. He will look after washing vessels, cleaning up pantry, stores, cutlery room, staff room, garbage disposal etc.

(V) **Laundry services/ Laundry Staff**

(aa) Should understand the basics of fabric and clothing and their upkeep and care.

(ab) Should be able to communicate in English or Hindi.

(ac) The bidder will provide laundry services as per charges specified by contract operating authority for the guests residing at the Mess. The bidder will be responsible for providing laundry services for Mess linen, towels, curtains etc.

(ad) The bidder will use quality washing soaps, detergents at its cost for laundry service. The contract operating authority will be responsible for providing washing machines, iron boxes, iron boards, adequate fresh water and electricity for the laundry services. The Staff of bidder will not be permitted to utilize laundry services at CGOM (V).

(ae) The second party will arrange for collection and delivery of linen and apparel from rooms. If dry cleaning is required, it will be done externally at the cost of the guest.

(af) **Laundry Staff:** He will be in the day shift. He will iron guest linen and mess linen. He will maintain records on cabins linen changing schedule, guest officer laundry information, VIP linen, Party linen maintenance, payments laundry consumable etc. daily. Linen replacements in the cabins will be recorded in the cards available in each cabin in coordination with his Supervisor.

(Vi) **Stewards**

(aa) Should be able to communicate in English or Hindi.

(ab) Should have a smart demeanor & pleasing personality.

(ac) The waiters will serve the food prepared. They will ensure service of food items officers.

(ad) Stewards will be utilized for upkeep of each room, maintenance coordination, preparing for routine, VIP special services, meetings, cutlery and crockery inventory etc. All the stewards will be available at the mess during service time. Exclusive steward will look after water and cabin services as and when required.

(ae) 06 stewards will be employed in the day and 03 in the night "on need basis" or as decided by Mess Secretary, CGOM (V).

(vii) **Supervisor**

(aa) He should preferably hold a Graduate / Diploma in Hotel Management and catering technology from a reputed institute or a retired CPO (Std)/ Adh (Std) equivalent.

(ab) Should possess adequate Knowledge in planning and conducting official parties and get-togethers.

(ac) Should possess good communication skills, both in English and Hindi.

(ad) He will coordinate the activities of CGOM & service provider as per contract. He will also coordinate food services, housekeeping services, consumable requirements, washing and laundry activities, Kitchen production and purchases. He will coordinate duty allocation, attendance, turnout, discipline, safety and security of employed staff and also maintenance activities with MES, CGOM and external agencies. He will also coordinate inventory, purchase and payments coordination, administration and secretarial services, room allocation and billing coordination.

(viii) **Gardener** He is responsible to maintain the garden adjacent to the CGOM premises which includes Cleaning of Garden, trimming of leaves/Vegetation including plantation.

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

(a) All common areas like Library, Billiards Room, TV Room etc will be maintained by successful bidder as per the time schedule given by the contract operating authority. It will be the responsibility of bidder, as custodian of Library books, to lend and retrieve the same and maintain records. Any damage/loss to property will be made good by the bidder.

(b) Cleaning schedule and assigning of works for Billiards, Library, Blue Room, Dining Hall, Reception, Foyer, Gym, VIP Annex, Kitchen, Guest Rooms, Fish tanks (if applicable), Bar, Rest Room, Convenience Rooms, Passages and Stair cases etc. will be prepared by the bidder and duly approved by the President Mess Committee.

(c) The bidder will be responsible for cabin inventory and maintenance coordination of the cabins and liaise with outside agencies like cable operator, gardeners and other facility providers for the Mess.

(d) The contract operating authority will muster, provide and ensure all necessary linen, kitchen equipment, utensils, cutlery, crockery, furniture, washing, cleaning equipment, refrigerators, freezers, necessary accessories, storage shelf, kitchen tools etc. in perfect serviceable working condition. Subject to wear and tear, all above 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 submitted to them.

8. **Contract Period:** Period of Contract would be for a period of one year from the effective date of signature of the Contract. Please note that Contract can be cancelled unilaterally by the Buyer in case non compliance of terms & conditions within the contracted period. Extension of contracted period will be at the sole discretion of the Buyer.

9. **Inspection:** The Inspection will be carried out by Mess Secretary, CGOM (V) in the premises of the Cost Guard Officer Mess.

10. Confirmation to be given by firm on providing manpower as per scope of work given in the RFP. Deviations, if any, are to be brought out clearly as part of the Technical Bid for evaluation by the Technical Evaluation Committee.

11. Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance in the following format along with Technical Bid-

Sl	particulars	Specification of item offered	Compliance to RFP specification- whether Yes/No	In case of non-compliance, deviation from RFPO to be specified in unambiguous terms
(a)	The firm should have two year experience in providing Catering and housekeeping services. Successful completion/work done certificate issued by reputed organizations/Govt department may be enclosed in support of this.			
(b)	Audited balance sheet for past two years.			
(c)	Proof of registration of the firm under Central/State Govt. regulation/license of labor commissioner			
(d)	Copy of service tax registration certificate			

(e)	Latest income tax certificate with PAN. Copy of income tax return for last two years.			
(f)	A certificate by the firm stating that rates for personnel engaged by the firm for meeting the security services are to be paid based on minimum wages rates fixed by the state govt. such as EPF, ESI, Admin charges etc.			
(g)	Proof of ESI and EPF registration			
(h)	Proof of GST registration			

12. **Consignee Details:** The Commander, CGDHQ-6 (A.P), Post Box No. 1128 (PO), Vizag-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. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7 (Copy enclosed).

4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LABOUR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents:** Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Penalty:** - In the case of absence of any person, the seller has to provide substitute for the period, else payment to be deducted for the period absent.

In case any complaint received from the user, as per the inspection, the following will be followed:

- a) **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.
- b) **Performance:** Any sub-optimal/short fall in providing requisite manpower/services noticed by the inspection team, a penalty @ 25% of daily contract value will be recovered.

9. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, work the portacab in 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.

10. **Termination of Contract:** A contract may be terminated in the following circumstances:

- (a) When the supplier fails to honor any part of the contract including failure to render services in time.
- (b) When the contractor is found to have made any false or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair trade practices.
- (c) When both parties mutually agree to terminate the contract.
- (d) Any special circumstance, which must be recorded to justify the cancellation or termination of a contract.

11. **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.

12. **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.

13. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

14. **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.

## 15. **Taxes and Duties**

### **(i) General**

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

(b) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the seller to obtain exemption from taxation authorities.

(iii) Any changes in levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc on final product upwards 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.

### **(ii) GST as applicable for part II of RFP.**

## **Part IV – SPECIAL CONDITIONS OF RFP**

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

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

2. **Advance Payment:** - No advance payment (s) will be made. Monthly/ Quarterly payment on used acceptance.

3. **Paying Authority**

(a) The payment of bills will be made by JCDA (N), Visakhapatnam. The following documents are to be forwarded with the items for making the payment:

- (i) Ink-signed copy of contingent bill/Bidder's bill
- (ii) Ink-signed copy of Commercial invoice / Bidder bill.
- (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
- (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) Exemption certificate for Excise duty/ customs duty.
- (vii) Guarantee / Warranty certificate.
- (viii) Performance Bank Guarantee / Indemnity bond where applicable.
- (ix) Details of electronic payment viz account holders name, Bank name, Branch name and address , Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract / contract)
- (x) Any other document / certificate that may be provided for in the work order/ contract

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

4. **Payment clause:** -"The contractor shall make payment to the outsourced personnel under the contractor in the presence of a nominated CG officer of the unit on or before the 7<sup>th</sup> of every month. In case where payment is made through bank, a copy of the details of the payment made to be submitted to the nominated officer by 10<sup>th</sup> of every month. In the event where the contractor fails to make the payment of wages by the stipulated date or make less payment the Indian Coast Guard reserves the right to make the payment to the outsourced personnel by deducting any amount payable to the contractor under any contract or debt payable to the contractor".

5. **Risk & Expense Clause:**

(i) Should the Services or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 07 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.

(ii) Should the Services or any installment thereof not perform in accordance with the specifications/parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract wholly or to the extent of such default.

(iii) In case of a disruption/non provisioning of services that was not remedied within 07 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or hire from any other source as he thinks fit, other stores of the same or similar description to make good:



a. Such Default.

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

(iv) Any excess of the expenditure incurred on hiring of services 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.

6. **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 from the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organisation 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 here to reserve the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

7. **Miscellaneous:** Any other condition, based on the peculiarity of the proposal (including any conditions negotiated during PNC), to be included in the RFP.

**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 in Bill of Quantity (BOQ) .xls sheet 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: **Price Bid format enclosure to RFP.**

The rates are mentioned as per the category of Clubs and Canteen as per the Notification issued vide G.O.Ms. no.85, LET&F (Lab.II) Dept., dt: 06.12.2006. Published in AP Gazette No.759, dated 20-12-2006. Charges for Uniform to be fixed by the internal committee of the unit and the charges should be part of Price Bid. **The firm will quote for service chages/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 quantifying requirements of the RFP.
  - b) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The **L-1 bidder will be determined by excluding levies, taxes and duties** levied by Central/State/Local Governments such as excise duty, VAT Service Tax, Octroi /entry tax, etc on final product, as quoted by bidders.
  - c) The taxes applicable are to be indicated separately. **Bids submitted without mentioned 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 prices.
  - e) Levies, taxes and duties levied by Central/ State/Local Governments such as excise duty, VAT, Service tax, Octroi /entry tax, etc on final product will be paid by the Buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their products.
  - f) The lowest acceptable bid will be considered further for placement of contract/ supply order after complete clarification and price negotiation as decided by the buyer. The buyer will have the right to award contract to different bidders for being lowest in particular items. The buyer also reserves the right to do Apportionment of quantity; if it is convened the lowest bidder is not in a position to supply full quantity in stipulated time.

- Note:-** (i) Basic wages will be latest minimum wages promulgated by **State Government.**
- (ii) All allowances should be included in the final total.