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भारतीय तटरक्षक / Indian Coast Guard

बेस मरम्मत इकाई (चेन्नै) / Base Maintenance Unit (CHN)

56, एसएन स्ट्रीट / 56 SN Street

कासीमेडु, चेन्नै 600 013/ Kasimedu Chennai – 13

Quoting: 450/ PS/ CS/ 17-18

18 Apr 18

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

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**REQUEST FOR PROPOSAL**  
**INVITATION OF BIDS FOR OUTSOURCING OF CONSERVANCY/ CLEANSHIP JOBS OF**  
**INDIAN COAST GUARD BASE MAINTENANCE UNIT, CHENNAI**

1. Bids under two bid system (Technical & commercial) in separate sealed cover (super-scribed Technical Bid or Commercial/ Price Bid as applicable) are invited to outsource conservancy/ cleanship jobs at BMU (CHN) as described at Part II of this RFP through any registered agency for a period of one year. Please super scribe the above-mentioned title, RFP number and date, date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid. Technical bids to be submitted alongwith capability reports of firms in the prescribed Performa (enclosed as appendix 'A' of this RFP).

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	Officer-in-Charge
(b)	Postal address for sending the Bids	Base Maintenance Unit 56, Suryanarayana Street, Kasimedu Chennai 600 013
(c)	Name/designation of the contact person	Asst Comdt V Venugopal, Logistics Officer
(d)	Telephone of the contact personnel	044-23460477
(e)	E-mail Id of contact personnel	bmu-chn@indiancoastguard.nic.in
(f)	Fax number	044-23460477

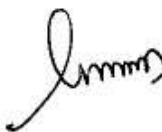
3. This RFP is being issued with no financial commitment and the buyer reserves the right to change or vary any part there of any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

**PART I – GENERAL INFORMATION**

1. **Last date and time for depositing the Bids:** **09 May 18 at 1500 Hrs.** 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 box marked as "**Quotation for Tender Enquiry 450/ PS/ CS/ 17-18 dated 18 Apr 18**" 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.

3. **Time and date for opening of Bids:** **1100 hrs on 10 May 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).



Contd...2/-

4. Location of the Tender Box: Inside Security Guard Room, Base Maintenance Unit (CHN), 56 Suryanarayana Street, Kasimedu, Chennai – 600 013 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: As given at Para 4 above. 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: The bids are invited in two-bid system as indicated in Para 1 at Page 1 of this RFP. Only the technical bids 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 to the technical evaluation done by the buyer as per the technical evaluation parameters in Appendix 'A' of this RFP.
7. Pre-Bid Conference: **The pre Bid conference for clarification on RFP parameters, specifications will be held on 26 Apr 18 at 1100 hrs in BMU (CHN) premises. The prospective bidders may depute there representatives to attend said meeting alongwith authority letter.**
8. Forwarding of Bids: Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/ CST/ GST registration number, Bank address with NEFT/RTGS details, if applicable and complete postal & e-mail address and telephone of their office.
9. Clarification regarding contents of the RFP: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
10. 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 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 this unit 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.
11. 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.
12. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post tender corrections may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
13. 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.
14. Validity of Bids: The bids should remain valid for 180 days from the last date of submission of the Bids.



15. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **INR 96,000/- (Rupees ninety six thousand only) along with their bids.** The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks 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). 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 or latest on or before the 30<sup>th</sup> 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/ performance bank guarantee 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.

### PART II-DETAILS OF SERVICES REQUIRED

1. **Schedule of Requirements:** List of services required is as follows:
  - (a) Conservancy, cleanliness jobs at BMU(CHN) approx area 1,06,038 SFT consisting of offices, machineries, workshop, road, garden, outer space, toilets, rest rooms, Administrative Block, Staff changing room/ recreation facility etc with 18 conservancy workers (Sweeper/ Scavenger/ Sanitary Worker) and one supervisor for one year (312 days [roughly 26 days per month]) including all cleaning materials and working gears (gloves, uniforms and sandals) as per ISO norms.
  - (b) The vendors are requested to quote their rate for the job on daily basis since the conservancy staff may be deployed on Saturday/ Sunday and holidays as per demand of situation.
2. **Scope of works:**
  - (a) Conservancy services cover the daily regular cleaning of floors, tables, doors, glass planes, computers, telephones, grills furniture, venation blinds, carpets, fans, flower vases, waste paper bins, mats, partition, windows, air conditioners, Refrigerator, toilet brooming and moping of working, office space and equipment area.
  - (b) All jobs to be completed before arrival of office staff i.e before 0900 hrs
  - (c) Weekly dusting of all the doors, light shades, glass panels, fitting fans, ceiling fans, furniture and machinery.
  - (d) Every day cleaning of road area in and around of BMU (CHN) premises (two time morning and evening). In addition, as and when required for VIP visit to be ensured well in time.
  - (e) Drainage to be cleaned every day, major choke, if any is to be reported immediately to the concerned officer by supervisor.
  - (f) Dumping of wastage and handing over the same to Municipal Corporation workers if municipal vehicle not available then wastage to be dumped nearby municipal dumping point/ area without delay.
  - (a) Cleaning of cobwebs daily and walls weekly.
  - (h) Cleaning of toilets thrice a day (morning) before 0845 hrs (afternoon) 1230 hrs and (evening) 1530 hrs with disinfectant.

Contd...4/-



- (j) Cleaning of refreshment bay floors, chairs, tables and walls twice in a day (morning) before 1130 hrs (afternoon) 1500 hrs with floor cleaner.
- (k) Everyday Refreshment Bay wastage to be dumped near municipal dumping point area at 1530 hrs.
- (l) Cleaning of all chairs, tables, lockers on daily basis.
- (m) Shifting/ arrangement of chairs and furniture and carpet for any official meeting on requirement basis.
- (n) Loading of scrap and unwanted items for survey.
- (p) Washing of window/door curtains and duty staff bedrolls once in a week.
- (q) Regular cleaning of Photo Display Board/CCTV system.
- (r) Daily cleaning of unit main gate with soap water.
- (s) Watering of plants and weeding out the unwanted plants on daily basis.
- (t) Provide drinking water for all water dispensers from RO plant or bottled water point.
- (u) All the staff should be in proper uniforms, well behaved, possess good health, medically fit, possess vigilance clearance and should not be minor.
- (v) All the staff are bound to follow the existing defence security rules and regulation including change from time to time.
- (w) This unit is not responsible for any claim for any type of casualty during working hours in or outside BMU (CHN) premises. However adequate safety measures to be adopted while discharging duties.
- (x) BMU (CHN) is not responsible for any involvement of agency staff quoting BMU (CHN) name for fraud / illegal activities. The employing agency is directly responsible for it.
- (y) All personnel attached with this unit for conservancy and clean ship should not have any previous criminal record and service provider is to provide workers' complete biodata, and family photographs, character and antecedent/ police verification report of each individual employed by him at BMU (CHN). This unit may also undertake police verification before issuing of pass in due course during attachment period.
- (z) Replacement of supervisor not permitted during the contract period and replacement of other personnel is to be intimated to this unit 48 hrs in advance.
- (aa) All items/ materials related to cleaning purpose be provided by the firm (list will be provided).
- (ab) The entry passes for entering BMU (CHN) will be issued to service provider instead of handing over same to the worker. The firm will be legally responsible for any misuse/theft of passes.
- (ac) The unit is empowered to deduct the amount for deficiencies of services as unit Board of Officers recommend action before processing of bills.
- (adi) Payment will be issued by DCDA (Navy) Chennai through ECS system. The vendor has to produce your bank account details ie A/C No, IFSC, MICR, PAN card No, cancelled bank cheque leaves. The processing of bill will take minimum 30 days time. However all payment will be issued within 45 days time, from the date bill submitted to DCDA(N).

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(ae) Monthly bills are to be submitted before 5<sup>th</sup> day of every month.

(af) Base Maintenance Unit, Chennai reserves the right to terminate the contract during any time prior expiry of contract period if rendered services are found to be of sub-standard quality.

Note: - Firm to provide TIN/PAN/CST/GST registration Number.

3. Consignee details: The Officer-in-Charge, Base Maintenance Unit (CHN), Indian Coast Guard, 56, Suryanarayana Street, Kasimedu, Chennai – 600 013.

### 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 (RFP) mentioned below which will automatically be considered as part of the Contract to be concluded with the successful Bidder i.e. Service provider 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 / 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 performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

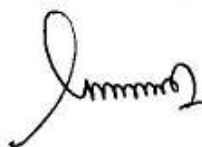
4. Penalty for use of Undue influence: The service provider undertakes that s/he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts 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 for bearing to show favour or disfavour 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 Service provider or any one employed by him or acting on his behalf (whether with or without the knowledge of the Service provider) or the commission of any offence by the Service provider 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 will lead to cancellation of contract. 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 Service provider. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Service provider 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 Service provider 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.



Contd...6/-

5. Agents / Agency Commission: The Service provider confirms and declares to the Buyer that the Service provider 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 Service provider; 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 Service provider 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 Service provider 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 Service provider will be liable to refund that amount to the Buyer. The Service provider 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 Service provider who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.
6. Access to Books of Accounts: In case it is found to the satisfaction of the Buyer that the Service provider 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 Service provider, 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/ Service provider, 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 Service provider's failure to submit the Bonds, Guarantees and documents or supply requisite number of the Housekeepers/ Supervisor 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 service provider as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/ not provided services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services.
9. Termination of Contract: The Buyer/ Consignee shall have the right to terminate this Contract in part or in full in any of the following cases:-
- (a) The Service provider is declared bankrupt or becomes insolvent.
  - (b) The Buyer has noticed that the Service provider has utilized the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/ company etc.
  - (c) 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 Service provider 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.

Contd..7/-



12. Patents and other Industrial Property Rights: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Service provider 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 usage. The Service provider shall be responsible for the completion of the supplies including cleaning material 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 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: In respect of Indigenous bidders:-

(a) General

(i) If Bidder desires to ask for excise duty or Sales Tax / VAT/ GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ii) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of tenders.

(iii) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(iv) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(v) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Service provider. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Service provider.

(b) Sales/ Service Tax / VAT/GST

(i) If it is desired by the Bidder to ask for Services tax / VAT/GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of Service/ sales tax and no liability of Service/ sales tax will be developed upon the Buyer.

Contd..8/-



(ii) On the Bids quoting sales/GS tax extra, the rate and the nature of GS/Sales Tax applicable at the time of supply should be shown separately. GST/ Sales tax will be paid to the Service provider at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

(c) Excise Duty NA

(d) Octroi Duty & Local Taxes

(i) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Service provider should ensure that stores 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.

(ii) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Service provider to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/ notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

14. In case of more firms quoting same rates, either lottery system or method of dividing the period of duration of contract between the bidders will be followed.

15. Price quotes if received in two decimals will be rounded off to the nearest Rupee. For example, Rs. 7.68 will be rounded off to Rs. 8.00 and Rs. 7.45 will be rounded off to Rs. 7.00 and so on.

#### 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. Service provider 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: 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 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 (date of expiry of contract). The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. Option Clause: The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.



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3. Payment Terms for Indigenous Service providers: 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/ NEFT/RTGS or any other mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate from 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). 100% payment on delivery and acceptance by the user.
4. Advance payments: No advance payment(s) will be made.
5. Paying authority: The payment of bills will be made for the completed services directly by the Dy. Controller of Defence accounts (Navy), Fort St. George, Chennai -600 009, on submission of the following documents by the service provider to the buying authority along with the bill:-
- (i) Ink-signed copy of commercial invoice/service provider's bill.
  - (ii) Copy of supply orders/contract
  - (iii) Satisfactory certificate from the user.
  - (iv) Inspection note.
  - (v) Claim for statutory and other levies to be supported with requisite documents/ proof of payments such as GST, contributions towards EPF/ ESI/ EDLI etc.
  - (vi) Details of electronic payments 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 supply order/contract).
  - (vii) Any other document / certificate that may be provided for in the supply order/ contract.
6. Risk & Expense clause:
- (a) Should the services stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if deficient delivery is made in respect of the services or any installment thereof, the Buyer shall after granting the service provider 45 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 or any installment thereof not perform in accordance with the specification/parameters provided by the service provider during the check proof tests to be done in the buyer's premises, the buyer shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the wholly or to the extent of such default.
  - (c) In case of a material breach that was not remedied within 45 days, the buyer shall, having given the right of first refusal to the service provider be at liberty to procure services from any other source as he thinks fit, to make good:-
    - (i) Such default.
    - (ii) In the event of the contract being wholly determined the balance of the services remaining to be delivered there under.
7. Any excess of the purchase price, cost of manufacture, or cost towards services procured from any other service provider as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the service provider. Such recoveries shall not exceed 10% of the value of the contract.



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8. Minimum Wages: The Contractor should ensure payment as per existing minimum wages act 1948 as revised from time to time to conservancy staff. Non-adherence to the minimum wages act 1948 will result in cancellation of contract and appropriate administrative action. The contractor would be required to ensure payment to the manpower to be deployed by him for execution of the proposed schedule of duty as per existing minimum wages promulgated by the Central Labour Commission to the skilled/ unskilled worker. The basic wages should be highest of rates promulgated by the Central Labour Commission/State Government Gazette Notification/respective District Collector. The rates as per the Central Labour Commission when quoted should be for 26 days per month inclusive of wages for weekly day of rest.

9. Force Majeure clause:

(i) Neither party shall bear responsibility for the complete or partial nonperformance 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, Earthquake 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.

(ii) 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.

(iii) 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.

(iv) 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.

(v) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (Thirty) days to the other party of liability other than reimbursement on the terms provided in the agreement for the goods received.

10. Transportation: Not applicable

11. Quality: The quality of the stores delivered/ Servicerendered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same services for in Service provider's country or specifications enumerated as per RFP and shall also include therein modification to the services suggested by the Buyer. Such modifications will be mutually agreed to. The Service provider confirms that the conservancy workers employed under this Contract shall be adult, physically and mentally fit and strong enough to perform their duties properly.

12. Inspection Authority: The Inspection will be carried out by O'C BMU(CHN) or any Officer nominated by him. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.



PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. Evaluation Criteria - The broad guidelines for evaluation of Bids will be as follows:
  - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
  - (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 parameters/ 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.
  - (c) 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 consideration of taxes and duties in evaluation process will be as follows:
    - (i) In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders
    - (ii) In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.
    - (iii) Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidders.
  - (d) In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids. In cases where both foreign and indigenous Bidders are competing, following criteria would be followed:-
    - (i) In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders
    - (ii) In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.
    - (iii) Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidders.
  - (e) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, GST etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT/GST is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entailed after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT/GST duty up to any value of supplies from them, they should clearly state that no excise duty 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 Customs duty / Excise Duty / VAT/GST, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes livable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT, GST also.



(f) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quality, 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.

2. Price Bid Format: The Price Bid Format is given at Appendix 'B' and Bidders are required to fill this up correctly with full details, as per the given format.

3. Wages rates are to be quoted in accordance with the State/ Central Government rate, whichever is higher applicable for outsourcing of Conservancy Services. Minimum service charges not less than 5% over and above that Minimum wages to be quoted separately, in words and figures. In case of more firms quoting same rates, either lottery system or method or dividing the period of duration of contract between the bidders will be followed at the discretion of Competent Authority to select the vender. The rates quoted in paisa will be acceptable only upto two decimal places and any rate quoted beyond two decimal places will be treated as 'freak' and quote will be rejected as not valid. Price quotes if received in two decimal places will be rounded off to the nearest rupee. For example, INR 7.68 will be rounded off to INR 8.00. Similarly, INR 7.45 will be rounded off to INR 7.00 and so on. GST will be reimbursed on actual. The minimum wages should include all the items of wages, allowance and statutory emoluments due as notified by the State/ Central Government from time to time.



(V Venugopal)  
Assistant Commandant  
Logistics Officer  
for Officer- in Charge

Encl: As above

**ELIGIBILITY CRITERIA AND DOCUMENTS SUBMITTED ALONGWITH THE TECHNICAL BID**

Sl.	Description	Clause as per RFP	Submitted/ furnished (Yes/NO)
1.	Firms Name	Owner & Contractor of person/ name	
2.	Firms Details	Firms' Address, Telephone, Cell phone No & Fax No	
3.	PAN Details	Copy of PAN of firm/ proprietor	
4.	GST Registration details	Copy of registration certificate	
5.	Bank Details	Bank Account No and name & address of bank, IFSC / MICR code	
6.	ESI Registration Certificate	Copy of ESI registration certificate with nominal roll, ESI registration No & photo identity proof of the workers to be employee for the said work alongwith copy of latest receipt of premium paid to the concerned authorities should be attached.	
7.	EPF Registration Certificate	Attested copy of EPF registration certificate with nominal roll, identity proof of the workers employed for the said work alongwith copy of latest receipt of premium paid to the concerned authority should be attached.	
8.	Past Experience	The firm should have executed minimum two contracts in State/ Central Govt Dept/ PSUs/ reputed MNCs etc and not been black listed any time. Copy of work orders should be enclosed.	
9.	Work Force	Not less than 10 personnel in previous year. Nominal roll of the workers to be enclosed.	
10.	Income Tax Details	The firm is required to submit last three years income tax return details.	
11.	Annual Turn Over	Annual turnover of the firm should be minimum 10 lakhs.	
12.	EMD Amount	EMD as mentioned in RFP is to be deposited alongwith quotation.	
13.	Goods and Service Tax Registration	Certificate for GST registration to be enclosed.	
14.	Balance sheet and profit and Loss Statement	The balance sheet/ profit & loss statement of last two financial years duly certified by auditors/ CA to be attached.	
15.	Affidavit	An affidavit is required to be submitted with the quotation for compliance of minimum wages, EPF/ ESI and other statutory provision promulgated by the competent authorities.	
16.	License from Labour Commissioner	The contractor should be licence holder for providing contract labourers issued by the competent labour licence authority under provision of contract labour (regulation and abolition) Act 1970 and rules 1971.	



17.	Registration details	The firm must be registered with any Govt agency/ PSUs (Copy of registration to be enclosed).	
18.	Job Completion	Successful job completion certificate for the contracts executed with respective organisation during last three years to be enclosed.	
19.	Litigations Court Case	Notarized affidavit to be submitted for the following (a) Certificate that the firm has never been banned/ black listed by any Govt organization/ Non Govt Organization/ PSUs (b) There is no litigation/ court cases against the firm.	
20.	Solvency and Details of firms Property	Solvency certificate confirming no indebtedness or mortgage of the firm's property issued by the civil authority to the firm alongwith records of the firm & owner's movable & immovable property duly attested by the notary to be enclosed.	
21.	Power of Attorney	General power of attorney (if any) documents to be submitted	
22.	Any other details vendor wants to provide		

Note :- Any other technical information which are requisited by the unit be in incorporated in addition to the above parameters.

Signature of tenderer (s)



FORMAT FOR SUBMISSION OF BID

1. Consolidated charges including GST, levies etc. on per day rate basis for the outsourcing of Conservancy & Cleanship Job at BMU (CHN):-

SI	Item	Cost for worker	Cost for supervisor
(a)	Basic Wages plus VDA per day		
(b)	EPF (13.15 % on SI (a) subject to max. wage ceiling of Rs. 15000/- per month)		
(c)	ESI (4.75 % on SI (a))		
(d)	Sub Total		
(e)	Profit/ Service charge of firm per head in Rupees (not less than 5% of minimum wages + EPF + ESI) to be quoted in words and figures.		
(f)	Sub Total		
(g)	GST 18% on SI (f)		
(h)	Total for one person per day		
(j)	Total for one person per month (26 days)		
(k)	Total for one year [SI (j) X 12]		
(l)	Grand total for 18 workers + 01 supervisor		

Total in words (Rupees \_\_\_\_\_ only)

2. (a) Total should be filled carefully in words and figures. In case of mismatch, total in words will be taken as final for processing your bid.

(b) The basic wages should be highest of rates promulgated by the Central Labour Commission/ State Government Gazette Notification/ respective District Collector. The rates as per the Central Labour Commission when quoted should be for 26 days per month inclusive of wages for weekly day of rest.

(c) **The minimum service charges in Rupees to be quoted (not less than 5% of minimum wages + EPF + ESI) in words and figures.**

3. The ESI & EPF, EDLI and Administrative Charges shall be quoted strictly as per the prescribed rates by the Govt. The firm should have GST/ service tax registration for GST/ service tax payment. Payment of all levies/ taxes/ subscriptions will be made on production of evidentiary proof. Quotes received without EPF/ESI & GST/ Service tax registration details will not be considered.

4. Bidder has to submit quotation as per above format only in their letter pad/ memo. Quotes not found as per the above format will not be considered.

Signature of the renderer with Stamp & Seal

