

Tel: 079- 23243245
 Reply should be addressed to
 The Commanding Officer

ICGS Gandhinagar
 Post Box No. 10
 Block No. 17
 Ist floor, Udyog Bhavan
 Gandhinagar- 368 010

Quoting: 113/2/18-19

25 Apr 18

M/s _____

**REQUEST FOR PROPOSAL FOR INVITATION OF BIDS FOR HIRING OF
 CONSERVANCY SERVICES AT COAST ASSETS AT GANDHINAGAR**

REQUEST FOR PROPOSAL (RFP) NO. TE/01 DATED 25 APR 2018

1. Bids (Commercial and Technical) to be submitted in separate sealed cover for services described in this RFP. Please super scribe the above mentioned title. RFP number and date of opening of the bids on the sealed cover to avoid the bid being declared invalid.

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

- (a) Bids/queries to be addressed to : The Commanding Officer,
 ICGS Gandhinagar
 Udyog Bhavan
 Block No. 17, Ist Floor
 Gandhinagar-368 010
- (b) Postal Address for sending the Bids : The Commanding Officer,
 ICGS Gandhinagar
 Udyog Bhavan
 Block No. 17 Ist Floor
 Gandhinagar-368 010
- (c) Name/designation of the contact personnel : Executive Officer,
 ICGS Gandhinagar
- (d) Telephone numbers of the contact personnel : 079-23243245
- (e) E-mail ID of contact personnel : cgs-gdn@indiancoastguard.nic.in
- (f) Fax Number : 079-23243245

3. This RFP is divided into five Parts as follows:

(a). **Part I** – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

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

(c). **Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

(d). **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

(e). **Part V** – Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment and the Beneficiary reserves the right to change or vary any part thereof at any stage. Beneficiary also reserves the right to withdraw the RFP, should it become necessary at any stage.

----- sdx/-----
(Sanjeev Kumar)
Commandant
Executive Officer
for Commanding Officer

बोलियों के निमंत्रण के लिए महत्वपूर्ण बिंदु

बोलीओ न। आमंत्रण माटे न। महत्वनो मुद्दो

IMPORTANT POINTS FOR INVITATION OF BIDS

क्र SI	संकेत / पोटेंट्स/. Points	टिप्पणियाँ / टीका Remarks
(a)	बोलियां जमा करने की अंतिम तिथि और समय आ बोलीओ था.प.ए. माटे छेव्वा तारीख अने समय Last date and time for depositing the bids	16 May 18 at 1100 hrs
(b)	तकनीकी बोलियों को खोला जाएगा टेकनिकल बिड भोलवामां आवशे Technical bids will be opened on	17 May 18 at 1130 hrs
(c)	वाणिज्यिक बोलियों को खोला जाएगा वाणिज्य बिड्स भोलवामां आवशे Commercial bids will be opened on	Commercial bid of firms those are qualified technically will be opened on later date and same will be informed
(d)	निविदा बॉक्स के स्थान टेन्डर बॉक्स स्थान Location of tender box	The tender box of white colour is located at ICGS Gandhinagar Udyog Bhavan Block No. 17, Ist Floor Gandhinagar-368 010
(e)	बयाना यदि कोई हो जो कोई भानुं होय तो Earnest Money Deposit , if any.	Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only)
(f)	अनुबंध कर्मियों के फोन नंबर कोई संदेह के मामले में करार कर्मचारीओ न। फोन नंबर न। किरसामां कोरुं शंका Phone Number of contract personnel in case of any doubt.	079-23243245/23243256
(g)	मुहरबंद लिफाफे पर बोलियों के उद्घाटन के उपर्युक्त शीर्षक आरएफपी संख्या और तारीख अमान्य घोषित करें. आ सीलबंध कवर पर बोलीओ न। उद्घाटन नी उपर उल्लेख कर्यो शीर्षक आरएफपी नंबर अने तारीख अमान्य जाडेर करे Please super scribe the above mentioned title RFP number and date of opening of the bids on the sealed cover	
(h)	सेवाओं के लिए अलग मुहरबंद लिफाफे में प्रस्तुत किए जाने वाले वाणिज्यिक और तकनीकी बोलियां आरएफपी में वर्णित है । सेवाओ माटे अलग सीलबंध कवर सभमित करवा माटे व्यावसायिक अने टेकनिकल बिड्स आरएफपी मां दर्शाव्या । Commercial and Technical bids) to be submitted in the separate sealed cover for services described in the RFP.	

REQUEST FOR PROPOSAL (RFP)
Part I – General information

1. Last date and time for depositing the Bids : 16 May 2018 at 1100 hrs.

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

2. Manner of depositing the Bids: Sealed Bids should be either dropped in the Tender Box marked as “TENDER BOX” or sent by registered post at the address given below so as to reach by the due date and time. Late tenders will not be considered,

3. Time and date for opening of Bids: Technical bids will be opened at 1130 hrs on **17 May 18** and Commercial bid of firms those are qualified technically will be opened on later date and same will be informed (If due to any exigency, the due date for opening of bids is declared a closed holidays, the Bids will be opened on next working day at the same time or on any other day/time, as intimated by the Beneficiary)

4. Location of the Tender Box: The tender box of white colour is located in the premises of ICGS Gandhinagar .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: Conference hall of ICGS Gandhinagar / Board President’s cabin. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

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

7. Clarification regarding contents of the RFP: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Beneficiary 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.

8. Modification and Withdrawal of Bids: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Beneficiary prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder’s forfeiture of bid security.

9. Clarification regarding contents of the Bids: During evaluation and comparison of bids, the Beneficiary may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

10. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

11. Unwillingness to quote: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

12. Validity of Bids: The Bids should remain valid till 120 days from the date of submission of the Bids.

13. Earnest Money Deposit:- Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 1,50,000/- (Rupees One Lakh Fifty 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 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.

Part II – Essential Details of Items/Services required

1. Schedule of Requirements – The service contract is invited for employment of 15 numbers conservancy staff. The service provider shall be the primary employer for the purpose of performance of the contract and manpower deployed by the service provider under this contract shall be the employee of the service provider and in no circumstance shall ever have any claim of employment with the Commanding Officer ICGS(GDN).

<u>Sl</u>	<u>Place</u>	<u>Approximate Area</u>	<u>Nature of Job</u>	<u>Service Required</u>
(a)	Office Space for HQ CGR(NW) at VII Floor(Main Office)	900 Sqmts	Sweeping and cleaning of floor and office spaces, cleaning and wiping of W/C / bathrooms	Twice a day during all working days, one person required on holidays and to meet regular MTS requirements.

(b)	Office Space for HQ CGR(NW) at V Floor (ie Tech, Law, Medical and various stores are functioning).	215 Sqmts	Sweeping and cleaning of floor and office spaces, cleaning and wiping of W/C / bathrooms	Twice a day during all working days, one person required on holidays and to meet regular MTS requirements.
(c)	Office Space for ICGS Gandhinagar (1st Floor)	208 Sqmts	Sweeping and cleaning of floor and office space, cleaning and dusting of fixtures/ furnitures, wiping of W/C and bathrooms	Twice a day during all working days and to meet regular MTS requirements.
(d)	Office Space for ICGS Gandhinagar (Ground Floor)	60 Sqmts	Sweeping and cleaning of floor and office space, cleaning and dusting of fixtures/ furnitures, wiping of W/C and bathrooms	Twice a day during all working days and to meet regular MTS requirements.
(e)	Inliving Sailors Mess including various stores	350 Sqmts	Sweeping, cleaning and trimming of grass of floor and office spaces, cleaning/ wiping of W/C and bathrooms	Twice a day during all working days, one person required on holidays and to meet regular MTS requirements
	MI Room		Sweeping, cleaning and wiping of W/C & bathrooms	
(f)	Coast Guard Welfare Centre	60 Sqmts	Sweeping, cleaning and trimming of plants/Grass and wiping of W/C & bathrooms	Twice a day during all working days, one person as and when required.
(g)	CGOM	200 Sqmts	Sweeping, cleaning and trimming of plants, maintenance of lawn	Thrice all days,
(h)	Annexe for CGOM at Sector 01	300 Sqmts	Sweeping, cleaning and wiping of W/C & bathrooms	Thrice all days,
(j)	Commander camp office/CG House	200 Sqmts	Sweeping, cleaning, trimming of plants/Grass, maintenance of lawn and wiping of W/C & bathrooms	Twice a day during all working days, one person required on holidays and to meet regular MTS requirements.
(k)	Coast Guard Land at Lekawada Village	65 Acres land	Fencing maintenance, trimming of wild vegetation and trees as well as undertaking of plantation and regular watering of saplings and lawns Fertilization of yield plants/Grass	Regular all working days

Note : Equipments and uniform of conservancy staff will be liability of the firm and cleaning material will be provided by Indian Coast Guard

2. **Technical Details:** as per **Appendix 'A'** of this RFP
3. **Eligibility Criteria of Bidders.** In order to establish the eligibility, the bidders will have to furnish the following documentary evidence alongwith Technical bids:-
- (a) The bidder should have experience of atleast 02 years in carrying out conservancy and housekeeping job with any Govt / Private organization. Copy of satisfactory completion report from the concerned organization should be attached with the technical bid. However the copy of the such job orders should be attached with commercial bids.
 - (b) The firm shall have minimum annual turnover of Rupees 10 lakhs in the last 02 financial years. Copies of audited balance sheet and profit and loss account for the last 02 financial years 2016-17 and 2017-18 should be attached with the technical bid.
 - (c) The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid alongwith Technical Bid.
 - (i) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership.
 - (ii) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm.
 - (iii) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
 - (d) The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.
 - (e) Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card No. under the Income Tax Act.
 - (f) Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.
 - (g) Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If the name of the apartment subsequently finds to the contrary, the Department reserves the right to declare the bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

(h) Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

(j) The firm should have valid PAN Card in its name or in the name of the proprietor, in case of a proprietary firm. A copy of PAN Card along with copy of last two financial year ITR filed should be attached.

(k) The firm should have valid Service Tax Registration. Copies of registration certificate(s) alongwith copies of last premium paid should be attached.

4. **Two-Bid System** – Yes (Technical Bids & Commercial Bids)

5. **Pre-Bid Conference.** A pre bid conference will be conducted on **07 May 18** at **1530** hrs in the office of The Commanding Officer, Indian Coast Guard Station Gandhinagar, Udyog Bhawan, Sector – 11, Gandhinagar – 382011. The participating firms are required to depute their representative(s) to attend the conference.

6. **Delivery Period** – Delivery period for Hiring of conservancy would be from the effective date of contract. Please note that contract can be cancelled unilaterally by the beneficiary in case the services are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the beneficiary, with applicability of LD clause.

7. **INCO TERMS for Delivery and Transportation** – NA

8. **Consignee details** : The Commanding Officer
Post Box No. 10, Block No. 17, 1st floor
Udyog Bhawan, Gandhinagar-368 010

9. **Access to books of accounts** : in case it is found to the satisfaction of the beneficiary that the service provider has engaged an agent or paid commission or influenced any person to obtain the contract as described in the clauses relating to agents/agency commission and penalty for use of influence, the service provider, on a specific request of the beneficiary shall provide necessary information/ inspection of the relevant financial documents/ information.

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. Service provider in the Contract) as selected by the Beneficiary. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law**: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract**: The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration**: All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

4. **Penalty for use of Undue influence**: The Service provider 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 Beneficiary or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. 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 offers 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 enacted for the prevention of corruption shall entitle the Beneficiary to cancel the contract and all or any other contracts with the Service provider and recover from the Service provider the amount of any loss arising from such cancellation. A decision of the Beneficiary 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 Beneficiary or to any other person in a position to influence any officer/employee of the Beneficiary for showing any favour in relation to this or any other contract, shall render the Service provider to such liability/penalty as the Beneficiary 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 Beneficiary

5. **Access to Books of Accounts**: In case it is found to the satisfaction of the Beneficiary 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 Beneficiary, shall provide necessary information/inspection of the relevant financial documents/information.

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

7. **Liquidated Damages**: In the event of the Service provider's failure to submit the Bonds, Guarantees and Documents, supply the service /goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Beneficiary may, at his discretion, withhold any payment until the completion of the contract. The BENEFICIARY may also deduct from the SERVICE PROVIDER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered service /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 service .

8. **Termination of Contract:** The Beneficiary shall have the right to terminate this Contract in part or in full in any of the following cases :-

- (a) The delivery of the service is delayed for causes not attributable to Force Majeure for more than (02 Months) after the scheduled date of delivery.
- (b) The Service provider is declared bankrupt or becomes insolvent.
- (c) The delivery of service is delayed due to causes of Force Majeure by more than (02 Months) provided Force Majeure clause is included in contract.
- (d) The Beneficiary has noticed that the Service provider has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

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

10. **Transfer and Sub-letting:** The 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.

11. **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 Beneficiary 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 Service provider 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.

12. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

13. **Taxes and Duties**

(a) **In respect of Foreign Bidders: NA**

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

(i) **General**

1. If Bidder desires to ask for excise duty or Sales Tax / VAT 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.

2. 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.

3. 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 Beneficiary by the Service provider. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Service provider.

Part IV – Special Conditions of RFP

1. **Performance Guarantee:**
 - a. **Indigenous cases:** 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 and can be provided on request).
2. **Option Clause:** Not applicable
3. **Repeat Order Clause** – Renewal will be the sole discretion of the beneficiary
4. **Tolerance Clause** – Not applicable
5. **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/EFT. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request).
6. **Advance Payments:** No advance payment will be made.
7. **Paying Authority:** The Principal Controller of Defence Accounts (Navy), Mumbai, The payments of bill will be made on submission of the following documents whichever applicable , by the service provider to the paying authority along with the bill:
 - (a) Original invoice (in duplicate) revenue stamp duly affixed.
 - (b) Muster Roll in original signed by the supervisor.
 - (c) Claim for statutory and other levies to be supported with requisite documents/proof of payment such as GST, proof for EPF/ESIC contribution with nominal roll beneficiaries
 - (d) Bank guarantee/warranty certificate (if applicable)

- (e) Performance bank guarantee/indemnity bond (as applicable)
- (f) Details of electronic payment viz Account no., account holders name, bank name, branch name & address, account type, account no., IFSC code, MICR code.
- (g) Any other documents/certificate that may be provided in the contract
- (h) details of salary distribution with signature of employee

8. Fall Clause:- The following Fall clause will form part of the contract placed on successful Bidder –

- a. Not applicable
- b. If at any time during the said period the service provider reduces the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director General of supplies & Disposals and the price payable under the contract for the service of such reduction of sale or offer of the sale shall stand corresponding reduces. The above stipulation will, however not apply to:-
 - i. Exports by the service provider.
 - ii. Sales of goods as original equipment at the price lower that the price charged for normal replacement.
 - iii. Sale of good such as drugs which has expiry dates.
 - iv. Sales of goods at lower price on or after the date of completion of sale /placement of the order of goods by the authority concerned under the existing or previous rate contracts also under any previous contract entered into with the ventral of state government depts. Including their undertaking excluding joint sector companies and or private parties and bodies.
- c. The service provider shall furnish the following certificate to the paying authority alongwith each bill for payment for supplies made against the rate contract we certify that there has been no reduction in sale price of the service of the description identically to the service supplied to the government under the contract here in and such service shall not been/offered /sold by me /us to any person including the purchaser or any dept. of central of state government as the case may be upto the date or of bill/ the date of completion of supplies against all supply orders placed during the currency of the rate contract at price lower than the price charged to the government under the contract except for quantity of service categories under sub-clauses (a),(b) & (c) of sub para (ii) above details of which are given below.

9. Quality Assurance: Service provider would provide the trained manpower for carrying out the tasks and will be fully responsible for their conduct within the premises. The police verification certificate will be mandatory for all employees. The beneficiary reserves the right to reject any to the employees at any time during the contractual period. The service provider will have to replace with new person within 48 hours from the time of discharge of duties by the defaulting employees.

10. **Guarantee / Warranty form workmanship**:- The contractor has to employ the good and healthy employees who should understand any one language from Hindi/ English. The employees should be medically fit and should have police verification certificate from the police station.

11. **Period of completion & Liquidated** :- Not applicable view a continuous process.

12. **Minimum wages**. The service provider should ensure payment of existing minimum wages as per Minimum Wages Act, 1948 as revised from time to time to the conservancy staff deployed by him. No adherence to the Minimum Wages Act, 1948 will result in cancellation of the contract, forfeiting of EMD/PBG and appropriate administrative action. The service provider would be required to ensure payment to the manpower to be deployed by him for execution of the proposed conservancy services as per the existing minimum wages promulgated by the central Labour Department, for the "**Employment of Sweeping and Cleaning Staff applicable for Gandhinagar area**".

13. **EPF, ESI, EDLI**. The amount of EPF, ESI, EDLI shall be as per prescribed Govt. rates. However payment for these statutory obligations will be made with monthly bills on production of documentary evidence to the effect that the same has been deposited by the Service provider in the concerned account of the individual deployed on duty.

14. The Service provider shall also abide by the provisions of the Child Labour (Provision and Regulation) Act, 1986.

15. The Service provider shall pay to the labour employed by him wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971.

16. The Service provider shall fix the wage period not exceeding one month to make payment to the labourers employed by him and shall ensure payment before expiry of the 7th day after the last of the wage period.

17. The bill for conservancy services should be furnished along with the copy of wage roll countersigned by the CO, ICGS(GDN) by 07 of each month for onward submission to PCDA(Navy) for issue payment.

18. It shall be the responsibility of the Service provider to issue employment card to each labour as per the prescribed format and to maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation and Abolition) Act.

19. The Service provider shall arrange for such facilities as provided for in the Contract Labour (Regulation and Abolition) Act for the welfare and health of the labour employed on the work.

20. The Service provider agrees to indemnify the Customer against all claims for compensation by or on behalf of any workman employed by him in connection with this agreement for injury or death by accident under the Workman Compensation Act (Act VIII of 1923).

21. The Service provider shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. The Commanding Officer ICGS(GDN) shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of the service provider's employees performing duties under this contract.

22. The service provider shall be obliged and solely responsible to comply with all requirements in respect of the manpower engaged by the firm and The Commanding Officer ICGS(GDN) shall not be a party to any dispute arising out of such deployment by the service provider.

23. The service provider shall be the primary employer for the purpose of performance of the contract and manpower deployed by the service provider under this contract shall be the employee of the service provider and in no circumstance shall ever have any claim of employment with the Commanding Officer ICGS(GDN).

24. **Responsibility of payment of wages** The service provider shall make payment to the contract labour employed on monthly basis under the contract in the presence of CO,ICGS(GDN) or an officer nominated by him in the premises of CO,ICGS(GDN) on or before the 7th of every month on a date mutually convenient to both the parties. The payment in any case shall not be delayed beyond the 7th of the following month. In case the service provider fails to make payment of wages within the period or makes short payment, Indian Coast Guard reserves the right to make payments to the contract labour by deducting from any amount payable to the service provider under any contract or as debt payable by the service provider.

25. **Warning Clause** . In case any complaint is received from users, the following penalty will be imposed in addition to deduction of amount equivalent to deficiency in manpower deployment/material supplied:

- | | | |
|------------------------------|---|--|
| (a) First Complaint | - | Verbal Warning. |
| (b) Second & Third complaint | - | Written Warning/Show cause notice. |
| (c) Subsequent Complaint | - | Issue of show Cause notice for termination of contract and PBG of the contract will be forfeited |

26. **Risk & Expense clause.** In the event of the failure of the contractor to provide specified number of housekeepers / gardeners / supervisors / cleaning equipment and materials / garden material and toiletries as requisitioned under the contract, Executive Officer/ user shall hire similar type of manpower / equipment / material at his discretion from other sources at the risk and expenses of the contractor on the prevailing market rates. Such hiring from alternative sources shall be binding on the contractor. Due to shortage of time, no prior information can be given to the contractor or such security services. Expenses incurred on risk and expenses hiring, shall be debited from the security deposit of the contractor or any other payments due to him, unless paid by the contractor to Govt. through MRO.

(Part V – Evaluation criteria & Price Bid issues)

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bids/Quotations 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 Customer(beneficiary) with reference to the technical characteristics of the equipment/items and terms & conditions 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 Appendix-‘B’ to this tender enquiry / RFP. The price-bid shall comply with the commercial-bid and terms & conditions of the contract. The consideration of taxes and duties in evaluation process will be as follows:

(i) All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Customer (beneficiary) would be the deciding factor for ranking of Bids. Bidders are required to quote all inclusive rates for the items included in the proposed Rate Contract. The quoted rates, once accepted, shall remain valid till completion of Rate Contract.

(ii) All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Customer (beneficiary) would be the deciding factor for ranking of Bids.

(d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

2. The rates quoted in the tender shall be all inclusive of taxes/levies imposed by the Govt. Rates thus would be exclusively for the conservancy services and nothing else.

3. **Determination of Lowest Bidder(s)**: A Technical Evaluation Committee (TEC) will be constituted comprising Coast Guard officers for evaluation of commercial-bids received from bidders. The price-bids will be opened based on the approved report of the TEC. The Customer(beneficiary) also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time. In case price bids of two or more firms are equal, the L-1 will be decided as per criteria given in DPM 2009.

4. Instruction for Filing up Price-Bid

(a) The bidder should satisfy himself with the terms and conditions of the contract. No claim on grounds of lack of knowledge, in any respect, shall be entertained.

(b) All additions and alterations made while filling the tender must be attested by initials of the bidder. Overwriting of figures is not permitted. Failure to comply with either or both these conditions shall render the tender void.

(c) The tender form must be filled in English and all entries must be made by hand & written in ink. All numerical be written in words and figures. If any of the documents is missing or unsigned, the tender will be liable to be rejected.

(d) Each page of the tender document is required to be signed by the bidder submitting the tender.

(e) The tender submitted on behalf of a Partnership firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter the proposed contract. Otherwise, the tender is liable to be rejected.

(f) It is not binding on Coast Guard / MoD to accept the lowest, or any, or all the tenders and reserves on itself the right to accept or reject any, or all the tenders, either in whole or in part without assigning any reasons for doing so. Credibility and good services will also be considered for award of contract.

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(Sanjeev Kumar)
Commandant
Executive Officer
for Commanding Officer

Appendix –A**FORMAT FOR SUBMISSION OF TECHNICAL BID**

(To be submitted in a separate sealed envelope with all supporting documents)

**TENDER FORM FOR PROVIDING CONSERVANCY SERVICES TO
COAST GUARD AT GANDHINAGAR**

SL	TENDER NO.:	TENDER DATE:
1	NAME & ADDRESS OF THE BIDDER:	
2	REGISTERED ADDRESS OF THE FIRM	
3.	COMMUNICATION ADDRESS OF THE FIRM	
4.	OFFICE TELEPHONE NO, FAX AND EMAIL ADDRESS	TELEPHONE NO : FAX NO : E-MAIL :
5	<u>Questionnaires:-</u>	<u>Answer</u>
	(a) Status of firm(Proprietorial /Pvt Ltd/Any other (attached Article of association/memorandum of association etc)	
	(b) Is the firm registered as per :	YES / NO
	(c) Is the office of the firm registered under shops & Establishments Act	YES / NO
	(d) Registration No. with date & Validity (Attach copy of registration certificate)	
	(e) Does the firm have required number of personnel to meet the eligibility to meet this contract	YES / NO
	(f) Copy of PAN Card attached	YES / NO
	(g) Copy of GST registration attached	YES / NO
	(h) Proof of PF registration attached	YES / NO
	(i) Proof of ESI Registration	YES / NO
	(j) EMD Submitted for Rs. 1,50,000.00 as per RFP	YES / NO
	(k) Experience of atleast 02 years in conservancy and housekeeping with any Govt/Private organisation	YES / NO
	(l) Annual turnover of 10 lakhs	YES / NO
NOTE: BIDDER IS REQUESTED TO FILL IN THE DETAILS , TICK () THE RELEVANT OPTION. ENCLOSE THIS CHECK OF LIST IN TECHNICAL BID		

THIS IS TO CERTIFY THAT I/WE BEFORE SIGNING THIS TENDER HAVE READ AND FULLY UNDERSTOOD.

ALL THE TERMS AND CONDITIONS CONTAINED HEREIN AND UNDERTAKE MYSELF/OURSELVES ABIDE BY THEM.

Note: Wherever documentary evidences have been asked for in the tender document, bidder is required to furnish copy of the relevant document alongwith the Technical Bid

(Signature of the bidder) Name and Address
(with seal)

FORMAT FOR SUBMISSION OF COMMERCIAL BID
OUTSOURCING OF CONSERVANCY SERVICES FOR
COAST GUARD AT GANDHINAGAR

(PER HEAD RATE OF SINGLE CONSERVANCY STAFF)

-I-

<u>Sl. No</u>	<u>Details</u>	<u>Rate per head per day</u>	<u>Total Amount for one person for one month (i.e. maximum 23 day in a month)</u>	<u>Monthly Amount for 15 persons (Rupees in words and figures including all taxes and services charges)</u>
1.	Basic WAGE (Employment of Sweeping and Cleaning)			
2.	ESI (4.75%) of (Basic wage)			
3.	EPF (12%) of (Basic wage)			
4.	EDLI (0.5% of (Basic wages)			
5.	ADMN. Charges (0.65% of Basic wage)			
6.	Service Charges % (Percentage) on basic wages			
7.	GST (in %)			
8.	Total including GST			

Note :- (i) Basic wage will be latest minimum wage promulgated by central labour department as per minimum wages Act as applicable for Gandhinagar area.

(ii) All allowances should be included in the final total.

(iii) Service charge should be ethical and should be quoted over and above zero percent. Further zero percent included all derivatives of Zero up to 0.9999 and thereof.

Signature of the firm rep