

Tele. 079-23243276  
Fax: 079-23243245  
Reply should be addressed to  
the Commanding Officer

ICGS Gandhinagar  
Block No.17, First Floor  
Udhyog Bhavan, Sector-11  
Gandhi Nagar – 382010

Ref No. GDN/Catering/18-19

24 Oct 18

**INVITATION OF BIDS FOR HIRING OF CATERING AND MAINTENANCE SERVICES  
FOR COAST GUARD OFFICERS MESS AT ICGS GANDHINAGAR FOR A PERIOD OF ONE  
YEAR (01 JAN 19 TO 31 DEC 2019)**

**ICGS (GDN)/RFP/03/18-19 DATED 24 OCT 18**

Sir,

1. Indian Coast Guard Station Gandhinagar at Gandhinagar invites bids in sealed cover (Under two bid system) for **hiring of catering and maintenance services for Coast Guard Officers Mess, Sector -1 and Sector -9 at ICGS Gandhinagar (01 JAN 19 to 31 DEC 2019)** under Ministry of Defence, on as required basis, for 01 year listed in **Part II** of this RFP. **Tenders from black listed/ banned firms shall not be accepted.** Tender document can be viewed and downloaded from **CPPP site**.

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 First Floor  
Gandhinagar-382 010
- (b) Postal Address for sending the Bids : The Commanding Officer,  
ICGS Gandhinagar  
Udyog Bhavan, Block No. 17 First Floor  
Gandhinagar-382 010
- (c) Name/designation of the contact personnel : Logistics 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 opening of bid, submission for EMD, lab test report and sample, 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 commercial bid.
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. You are requested to comply with all the terms and condition mentioned in the RFP and certificate in this regard is to be endorsed on the quote submitted by your firm. Relaxation/deviation of terms/ conditions if any, should be clearly brought out for consideration, however acceptance of same will solely be at discretion of Coast Guard.
6. Bid documents are required to be submitted manually.

Yours faithfully,

Sd/-xxxxx  
(Alaknanda Mallam)  
Asst Commandant  
Logistics Officer  
for Commanding Officer

## **PART I – GENERAL INFORMATION**

1. **Last date and time for depositing the bids:-** The Bids both technical and Commercial should be submitted as per this RFP by the due date and time. The responsibility to ensure this lies with the Bidder. Last date for submission of bids is **15 Nov 18 upto 1500 hrs.**
  
2. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box marked as “TENDER BOX” located at ICGS Gandhinagar 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 16 Nov 18** and Commercial bid of firms those are qualified technically will be opened in due course and informed accordingly (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:** **EXO cabin/Board President’s cabin at ICGS Gandhinagar, Udhog bhavan.** 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:**
  - (a) The case is being processed under two-bid system i.e. technical bid and commercial bids to be submitted in separate sealed envelopes clearly mark as **Technical bids & Commercial bids** respectively. The technical bids shall be opened as per date mentioned in this tender document. The evaluation of technical Bid based on requisite documents received by the tenders will be carried out by a board of officers.
  
  - (b) The Commercial Bids of only those Bidders whose technical bids meet all the stipulated (Technical) requirements shall be opened. The date of opening will be intimated to the Bidders.
  
7. **Forwarding of Bids**
  - (a) The documents and samples specified in Para 1 of Part II of RFP to be deposited physically as per instructions above. The technical bids shall not be accepted if these documents are not received prior to bid opening.
  
  - (b) The Technical bid and Commercial bid should be submitted **Manually** duly signed by the legal owner of the firm or the person authorized by him to do so.

- (c) The physical receipt of specified documents shall be mandatory prior to bid opening date & time mentioned above.
- (d) The non receipt of the physical documents shall result in rejection of bid.
- (e) Only those documents specified in the tender documents and found in the tender box will be opened.
- (f) Physical documents as specified in case dropped in the wrong Tender Box will be rendered invalid.
- (g) The envelope containing the requisite physical documents should be addressed at the **The Commanding Officer, ICGS Gandhinagar, Block No 17, First Floor, Udyog Bhavan, Sector-11, Gandhinagar, Gujarat-382010**. The requisite physical document may be sent by hand/post/speed post/ Courier. However, it is the sole responsibility of the tenderer to ensure requisite physical documents are received in the buyer's office prior to bid submission end date. The buyer by no means will be responsible for any delay in receipt of requisite documents.
- (h) No post-bid clarification on the initiative of the bidder will be entertained.
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 by the clarifications at address at mentioned above.
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 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.
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 by fax/e-mail 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 for **120 days** from the date of opening of tenders from the last date of submission of the Bids.

14. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 2,00,000.00 (Rupees two lakhs only)** in favour of "**The Commanding Officer, ICGS Gandhinagar**". The EMD may be submitted on or before opening of technical bid in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any public sector banks or a private sector bank authorized to conduct government business as per Form DPM-13 (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 for the same items/ range of products / goods or services 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 staffing requirement to maintain the Coast Guard Officers Mess (CGOM) at Gandhinagar, The required manpower is as follows:--

<b>Sl</b>	<b>Description</b>	<b>Qty</b>	<b>Qualification</b>
(a)	Mess Supervisor (Skilled)	01	Diploma in Hotel Management for cooking.
(b)	Cooks( Skilled)	03	<b>Head Cook(01):</b> Diploma / cooking course from reputed institute. <b>Cook (02):</b> Diploma / cooking course from reputed institute.
(c)	Stewards (Semi Skilled)	09	03 months course from any institute. 12 <sup>th</sup> pass.
(d)	Housekeeping (Unskilled)	06	10 <sup>th</sup> pass.
Total		19 personnel	

**NOTE:** (1) the qualification of personnel employed shall be as follows:-

(a) **Mess Supervisor** :- Highly skilled (01 Nos). He/ She should be a minimum diploma holder in hotel management and should have experience of minimum 5 yrs in any three star hotel and above.

(b) **Head Cook**:- skilled (01 No). He/ She should be a minimum diploma holder in hotel management (catering/chef) and should have experience of minimum 05 years in any three star Hotel and above hotel.

(c) **Cooks:** Skilled (02 Nos). He/ She should have experience of cooking Indian/ Chinese/ bakery product and should have experience of minimum 04 years in any restaurant/ catering firm.

(d) **Stewards** : Semi skilled (09 Nos). He/ She should be a diploma holder or a certificate holder from private institute of a course of minimum 06 months and should have experience of steward duties of at least 03 years.

(e) **Housekeeping Staff** : Unskilled (06 Nos). He/ She should be 02 experience in any 02 star hotel and above hotel.

**CLEANING MATERIAL, EQUIPMENTS AND UNIFORM OF CATERING STAFF WILL BE LIABILITY OF THE FIRM.**

2. **Technical Details.** Blank

3. **Two-Bid System** – The case is being processed on two-bid system i.e. technical bid and commercial bids to be submitted in separate sealed envelopes clearly mark as **Technical bids & Commercial bids** respectively. Only the Technical Bid would be opened at the time and date mentioned in RFP. **No price should be indicated in the Technical Bid.** Date of opening of the Commercial Bid will be intimated after Technical evaluation. Commercial bids of only those firms will be opened; whose Technical bids are found compliant/suitable after Technical evaluation is done by the Buyer. The Bids will be submitted in the following manner:-

(a) **Envelope-I (Technical Bid).** Envelope-1 will contain the following documents for Technical Bids which should be duly signed by the legal owner of the firm or the person authorized by him to do so :-

- (i) Status of the firm (Pvt. Ltd/ proprietarily/ if partnership then partnership deed to be attached)
- (ii) Registration certificate for carrying out catering and housing keeping work.
- (iii) ESI/EPF registration.
- (iv) PAN Card / Aadhaar card of proprietor, in case of proprietor firm
- (v) Last three years Income Tax returns.
- (vi) Annual turnover statement from CA for an amount more than Rs 01 Crore per year for last 03 years.
- (vii) Availability of following class of labour with requisite documents:-

Sl	Type	Description	Education qualification	Experience
a.	Mess Supervisor	Highly Skilled	Diploma in Hotel Management for cooking	5 Yrs experience in 3 Star hotel and above
b.	Cooks (01 head cook & 02 cooks)	Skilled	Diploma / cooking course from reputed institute (minimum 06 months)	05 yrs for head cook & 03 yrs for cooks experience in Hotel / Restaurant. Expert in Indian, Continental, Chinese cuisine
c.	Stewards	Unskilled	03 months course from any institute. 12 <sup>th</sup> pass	03 yrs experience as stewards from any Hotel / restaurant
d.	House keeping	Unskilled	10 <sup>th</sup> pass	02 yrs experience in any 02 star hotel and above hotel.

(viii) The firm should attach bio-data of **03 supervisor, 07 cooks, 15 stewards, 10 housekeeping staff** with photographs and educational/professional certificates.

(ix) EMD of **Rs. 2,00,000.00** (Rupees two lakh only)

(x) Copies of job order along with satisfactory. Firm should have experience of supplying approximately **25** personnel to any Government organization completion report from the concerned organization should be attached.

(xi) Signed copy of valid GSTIN Registration certificate. Copies of Registration certificate (s) alongwith copies of last premium paid should be attached.

(xii) Copy of orders received from Government agencies in last 02 years should be attached.

(b) **Envelope-II**. Commercial Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like GSTIN number, Bank address with NEFT Account details if applicable, etc and complete postal & e-mail address of their office **as per format** placed at "**Appendix A**".

4. **Pre Bid Conference**:- A pre bid conference will be conducted on **05 Nov 18** at **1500 hrs** in the office of **The Commanding officer, Indian Coast Guard Station Gandhinagar, Udyog Bhawan, Sector -11, Gandhinagar – 382 011**. The participating firms are required to depute their representative (s) to attend the conference alongwith authorization letter on firms printed letter head.

5. **Delivery Period** - The successful bidder / contractor will require to sign an agreement with the Buyer within 30 days from the date of written intimation to this effect. Supply order / Job order will be issued against the contract agreement for 01 Mess Supervisor, 03 Cooks, 09 Stewards and 06 Housekeepers as required basis. Please note that Contract can be cancelled unilaterally by the Buyer in case contracted services are not received within the contracted delivery period..

6. **Scope of Rate Contract**. The proposed contract will be an agreement between the purchaser (buyer) and lowest bidder(s) (supplier) to provide the services included in this tender at specified prices, terms & conditions during the period of the contract. Contract will be in the nature of a standing offer and neither any quantity nor any anticipated drawls is guaranteed. As the contract is a standing offer, either party (seller / buyer) can revoke it at any time after giving a reasonable notice (at least 60 days in advance) and opportunity. However, once a work order is placed on the bidder for services of definite quantity in terms of the rate contract during the validity period of the rate contract and the bidder will be bound to provide the services.

7. **Consignee details**:- **The Commanding Officer, Indian Coast Guard Station Gandhinagar, Block No. 17, First Floor Udyog Bhavan, Sector-11, Gandhinagar.**

8. **Schedule /Charter of duties**:-

(a) The staff employed would be under the supervisory control of service provider/contractor. However, the Mess Secretary, CGOM Gandhinagar will have the overall control of the staff through Coast Guard staff. The charter of duties of the staff to be provided by the service provider/contractor is given category wise in the succeeding paragraphs

(i) **Mess Supervisor.** The supervisor will be head of the staff of all categories provided by the service provider/contractor. The supervisor will coordinate for the administration of CGOM in pursuance of the contract and shall be responsible for the administration and secretarial services in CGOM Gandhinagar. The supervisor shall be responsible for the administration and secretarial services in CGOM Gandhinagar. The Supervisor should have Diploma in Hotel Management for cooking and have 5 Yrs experience in 3 Star hotel and above and have basic Computer knowledge. The supervisor shall be responsible for following:-

- (aa) Accounting of Mess, Wine and billing against all wardroom members/guests.
- (ab) Ensure attendance and turn out of all staff. In case of any staff proceeding on leave alternate reliever to be provided by the contractor.
- (ac) Ensure discipline, safety and security of service provider's staff and allocation of their duties.
- (ad) The supervisor will also coordinate maintenance activities with CGOM and external agencies. A defect registers shall be maintained by the supervisor and put-up for Mess secretary weekly signature and Commanding Officer ICGS Gandhinagar monthly signature.
- (ae) The supervisor shall be the overall in-charge of the CGOM inventory.
- (af) The supervisor is totally responsible for planning, valuating, maintaining high level of services by the staff and controlling the entire catering, maintenance and conservancy operations.
- (ag) He shall ensure timely check in check out and payment of bill.
- (ah) He shall ensure maintenance of suggestion book, complaint book and check in / out register, visitor books.

(ii) **Cooks :** Diploma / cooking course from reputed institute (minimum 06 months) and 05 yrs for head cook & 03 yrs for cooks experience in Hotel / Restaurant. Expert in Indian, Continental, Chinese cuisine and will be responsible for following :-

- (aa) Planning non repetitive menu (on weekly basis) for CGOM based on the rations provided by the CGOM .
- (ab) They will prepare food using standard recipes as per the menu approved by the Mess Secretary, CGOM and as per the ordered quantity at scheduled time.
- (ac) The cook's responsibilities include maintenance, upkeep and hygiene of the kitchen/galley and store rooms.
- (ad) The cooks shall also plan and advice menu for special occasions/parties/meetings/official engagement and VIP visits.



(ae) The cooks shall estimate time and material required on work orders and convey to the supervisor in advance.

(iii) **Stewards.** The stewards perform diversified catering services and should Preferably a 03 months course from any institute. 12<sup>th</sup> pass and 03 yrs experience as stewards from any Hotel / restaurant, They shall be responsible for following :-

(aa) The stewards collaborate with other members of the catering staff, as required, take the orders, execute the orders and deliver the orders.

(ab) The stewards will be responsible for hygiene, layout, preparation/presentation and services in the dining hall. The stewards as per stipulated schedules also shall provide the room service.

(ac) The stewards shall maintain meals registers and ensure regular updating of the same.

(ad) The responsibilities of stewards include accounting and maintenance of crockery cutlery and napkins etc.

(ae) The stewards shall also be responsible for providing of meals requirement as per orders of in-living officers/guests and providing packed meals for officers as per requisitions.

(iv) **House Keeping staff.** The housekeeping staff should have a minimum Preferably a 10<sup>th</sup> pass and 02 yrs experience in any 02 star hotel and above hotel. and the main responsibility of housekeeping staff encompasses following jobs:-

(aa) The area covered for housekeeping services would include all floors of the mess area in the building, Living room of officers, Dining spaces, kitchen, TV Room, bar, store rooms, open spaces, and such other areas within the premises of the old/new CGOM.

(ab) The service provider/contractor shall maintain the details of cleaning schedules and submit the outline of schedule planned to the Mess Secretary.

(ac) The service provider/contractor shall provide housekeeping cards in each room fixed in a pouch. The house keeping staff will make the entries of the completed jobs as per schedule. The same will be checked by supervisor and submitted for the signature of the in-living officers/guest or Coast Guard staff as decided by the Mess Secretary, CGOM. The housekeeping cards are to be submitted for the perusal of the Mess Secretary on weekly basis.

**9. Uniforms: All catering staff should be in possession of 02 pairs of good uniforms at all the times. Uniform should include half sleeves shirt, pant, belt, cap, socks, Shoes. Staff should be issued with 02 pairs of uniforms annually.**

### **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) for a period of **one year** 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 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 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. **Eligibility of the bidders:-**

(a) The bidder shall have minimum strength of 50 labours which includes supervisors, cooks, stewards and housekeeping staff. The bidders shall have to furnish all attested or notarized legible (certificate copies) copies of the personnel to be employed award of contract along with the technical bids.

(b) The firm shall have a minimum annual turnover of rupees 1 crore in the previous two financial year. Copies of audited balance sheet for the last FY should be attached with the technical bid and certified by CA. The firm should enclose the IT returns of last two years.

(c) The firm should have minimum experience of supplying 35 staff per day to any Govt organization/ PSU. Copy of work order/ Job order along with satisfactory completion report form the concerned organization should be attached with the Technical bid.

(d) 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 ITR filed should be attached with the technical bid. The firm should have GST number.

(e) The firm should have valid sale tax/ service tax registration and copies of registration certificate(s) should be attached with technical bid.

(f) There should be no legal/ criminal case against the firm/ proprietor and certificate in this regards is to be submitted with technical bid.

(g) The firm should have registered office in Gandhinagar/Ahmadabad.

(h) The firm should enclose the pay role of the firm and should be in possession of satisfactory work experience of minimum 03 Government PSU/Pvt organization.

6. **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.

7. **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.

8. **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 .

9. **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 services is delayed for causes not attributable to Force Majeure for more than (02 Months) after the scheduled date of services.

(b) The Service provider is declared bankrupt or becomes insolvent.

(c) The delivery of services 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.

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.

12. **Breakage and maintenance of items/equipments:** In case of any breakage of mess items/equipments i.e. crockery, cutlery, glassware furniture etc complete in relation to mess and other will be mustered and handed over to the contractor by the mess. The Contractor shall responsible for the maintenance of said items and replacement of items lost or broken or damaged within a month. If any payment due for damaged items will be deposited in the same month by the contractor to Mess.

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 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.

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**

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

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

(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 bid will be taken into account in the ranking 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.

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

(d) Levies, taxes and duties levied by Central/State/Local governments such as Service charges, GST etc on final product will be paid by the Buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicted separately in the bids. Bidders are required to include the same in the pricing of their product.

**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 work 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** – No applicable.

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 salary to employees, service tax, GST Paid receipt, proof for EPF/ESIC contribution with nominal roll of 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.
  - (f) Any other documents/certificate that may be provided in the contract
8. **Risk & Expense clause**. In the event of the failure of the contractor to supply the services as requisitioned under the contract, Mess Secretary /user shall hire similar personnel 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 hiring. Expenses incurred on risk and expenses hiring, shall be debited from the security deposit of the contractor.
9. **Accidents**. In circumstances, when the personnel is involved in services meet with an accident, resulting in loss or damage to property or life with respect to the person or any third party, the responsibility for any legal or financial implication shall rest solely with the contractor. The Commanding Officer, ICGS Delhi or the Government of India shall have no liability, whatsoever, in this regard.
10. **Compliance of Labour Laws**. The contractor shall fulfill all obligations under various labour laws in force regarding deployment of contract workers in respect of the services provided under this contract.

**11. Inspection Authority/ Performance Evaluation:-** Performance evaluation of the support staff (Cooks & Stewards) will be carried out by the competent authority or any officer authorised nominated by the competent authority.

**12. 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 officer 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.
- iii. 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.

**13. 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.

**14. Guarantee / Warranty form work man ship:** - The contractor has to employ the good and healthy employees who should understand any one language from Hindi/ English. The workers must have reasonable experience and knowledge of their respective domain. The employees should be medically fit and should have police verification certificate from the police stations concerned.

15. **Period of completion & Liquidated:** - Not applicable view a continuous process.
16. **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 catering staff deployed by him. Non 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 catering services as per the existing minimum wages promulgated by the Labour Commission Gujarat State Labour Department, Ahmedabad and Govt. of India Ministry of Labour & Employment, Office of the Chief Labour Commissioner ©, New Delhi (**Whichever is higher**) for the catering staff. Any dispute regarding payment or other amenities shall be dealt with by the service provider as the principal employer. **Latest wages as per promulgated by office of the Dy. Chief Labour Commissioner (Central, Ahmedabad. Wage rate to be quoted for Ahmedabad (UA) class city rates.**
17. **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.
18. The Service provider shall also abide by the provisions of the Child Labour (Provision and Regulation) Act, 1986.
19. 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.
20. 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.
21. The bill for catering services should be furnished along with the copy of wage roll countersigned by the The Commanding Officer, ICGS Gandhinagar by 07 of each month for onward submission to PCDA (Navy) for issue payment.
22. 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. He is also responsible to provide the accommodation/messing to the staff.
23. 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.
24. 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).



25. The Service provider shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. The Commanding Officer, ICGS Gandhinagar 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.

26. 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 Gandhinagar shall not be a party to any dispute arising out of such deployment by the service provider.

**27. 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 Gandhinagar.**

28. **Responsibility payment of wages** The service provider shall make payment to the contract labour employed on monthly basis under the contract in the presence of **The Commanding Officer ICGS Gandhinagar** or an officer nominated by him in the premises of **The Commanding Officer ICGS Gandhinagar** 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. However, any discrepancies in payment to employees will be sole responsibility of the contractor.

29. **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

### **Part V – Evaluation Criteria & Price Bid issues**

**1. EvaluationCriteria** - 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 as per as Cover-II to this RFP. The price-bid shall comply with the commercial-bid and terms & conditions of the contract.

2. **Determination of Lowest Bidder(s)**: A Technical Evaluation Committee (TEC) will be constituted comprising Coast Guard officers for evaluation of Technical 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 and amendment DPM 2009/ DPM 2010.

**Note:- Determination of L-1 will be done based on entire package excluding taxes & duties.**

3. **Additional Information in Price Bid on Taxes and Duties (not in scope of L-1 determination) –**

- a. Is excise duty extra
- b. If yes, mention the following-
  - (i) Total value of items on which excise duty is leviable
  - (ii) Rate of Excise duty (item wise if different ED is applicable)
  - (iii) Surcharge on excise duty if applicable
  - (iv) Total value of excise duty payable
- c. Is excise duty exemption (EDE) required
- d. If yes, then mention and enclose the following :-
  - (i) Excise notification number under which EDE can be given
- e. Is GST extra

5. Instructions for Filing up Price-Bid

(a) **Forwarding of Bids** – Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like GSTIN number, Bank address with NEFT Account details if applicable, etc and complete postal & e-mail address of their office **as per format** placed at “**Appendix A**”..

(b) 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.

(c) 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.

(e) The tender form must be filled in English and all entries must be made by Typed/ Hand written. 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.

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

(f) 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.

(g) 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.

Sd/-xxxxx  
(Alaknanda Mallam)  
Asst Commandant  
Logistics Officer  
for Commanding Officer

**Appendix "A"****FORMAT FOR SUBMISSION OF COMMERCIAL BID**

<u>Sl</u>	<u>Description</u>	<u>Cooks</u> ( <u>Skilled</u> )	<u>Stewards</u> ( <u>Semi</u> <u>Skilled</u> )	<u>Housekeeper</u> ( <u>Unskilled</u> )	<u>Mess</u> <u>Supervisor</u> ( <u>Skilled</u> )
(a)	Basic Wages ( <i>as per Ministry of labour &amp; Employment</i> )				
(b)	ESIC ( _ % of <i>Basic wages</i> )				
(c)	EPF ( _ % of <i>Basic wages</i> )				
(d)	EDLI ( _ % of <i>Basic wages</i> )				
(e)	Admin Charges ( _ % of <i>Basic wages</i> )				
(f)	Service Charges (In Rs.)				
(g)	Total salaries for one month for one person { <i>total of (a) to (f)</i> }				
(h)	Uniform Allowance ( <i>per person</i> )				
(j)	Cleaning Material ( <i>per housekeeper only</i> )	--	--		--
(k)	Sub Total { <i>total of (g) to (j)</i> }				
(l)	No of personnel required	<b>03</b>	<b>09</b>	<b>06</b>	<b>01</b>
(m)	Total cost per month { <i>(k) X (l)</i> }				
(n)	Total cost for 12 months { <i>(m) X 12</i> }				
Total amount for entire package {sum of (n)}					
GST @ _____%					
Total including GST -					