

Tele. 011-23382497
Fax: 23382497

Copy No.
Indian Coast Guard Station Delhi
National Stadium Complex,
Purana Quila Road
New Delhi – 110 001

TENDER ENQUIRY

To _____
M/s _____

INVITATION OF QUOTATIONS FOR CONSERVANCY AND AREA MAINTENANCE SERVICES AT COAST GUARD ADMIN BUILDING AND OTHER OTM COMPLEX AT SECTOR-62 NOIDA

RFP Ref No. ICGS (D) / CON / 100/5 Date: 19 Mar 2019

1. Bids under **Two bid system** (Technical-Bid and Commercial-Bid) in sealed covers are invited for concluding **CONSERVANCY AND AREA MAINTENANCE SERVICES AT COAST GUARD ADMIN BUILDING AND OTHER OTM COMPLEX AT SECTOR-62 NOIDA.** under Ministry of Defence, New Delhi, on as required basis ,for a period of one year from the date of signing of contract. Details / Type of Housekeeping / Gardening personnel and supervisor, Scope of Contract etc. are **listed in Part II of this Tender Enquiry / RFP.** Please super scribe the above mentioned Title, Tender Enquiry number and date of opening of the Bids on the sealed covers to avoid the Bid being declared invalid. The bids in Sealed Cover-I containing “Technical Bid” along with bid security (EMD) and Sealed Cover-II containing “Commercial Bid” should be placed in a third sealed cover super scribed **“CONSERVANCY AND AREA MAINTENANCE SERVICES AT COAST GUARD ADMIN BUILDING AND OTHER OTM COMPLEX AT SECTOR-62 NOIDA”**

2. You are requested to **visit the site before submitting your quotation** in order to accurately assess the quantum of services to be rendered and take them into account while quoting for enquiry. No subsequent claim for any reason whatsoever will be entertained by ICGS (D) and it will be deemed to have been included in the tender quotation.

3. 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
Indian Coast Guard Station Delhi
National Stadium Complex,
Purana Quila Road,
New Delhi – 110 001
Ph. 2338 2497**
- (b) Postal address for sending the Bids : **The Commanding Officer
Indian Coast Guard Station Delhi
National Stadium Complex,
Purana Quila Road,
New Delhi – 110 001
Ph. 2338 2497**

- | | | |
|-----|--|---|
| (c) | Name/designation of: the contact person | Comdt Arvind K Tyagi, TM Executive Officer |
| (d) | Telephone numbers of the contact Personnel: | 011 -23072639 |
| (e) | E-mail ids of contact personnel: | icgsdelhiexo@gmail.com |
| (f) | Fax number: | 011 - 23072639 |

4. **Pre-Bid Conference.** A pre bid conference will be conducted on **02 Apr 2019** at **1500 hrs** in the office **The Commanding Officer, Indian Coast Guard Station Delhi, National Stadium Complex, Purana Quila Road, New Delhi – 110 001**. The participating firms are required to depute their representative(s) to attend the conference.

5. 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 Housekeeper / Gardner and supervisor required, such as the Schedule of Requirements (SOR), Consignee details etc.
- (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.

6. 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.

7. **Acceptance of Terms & Conditions.** The tender shall clearly mention the following in their offer letter: -

'WE ACCEPT ALL THE TERMS AND CONDITIONS MENTIONED IN TENDER ENQUIRY NO. ICGS (D) / CON / 100 / 5 dated 19 Mar 2019.

8. The cost of tender is Rs. 250/- (Rupees two Hundred fifty only) (non refundable).The payment will be accepted by Demand Draft in favour of **“AO, PCDA (Navy), Delhi”** payable at New Delhi only (cash will not be accepted).


(Arvind K Tyagi)
Commandant
Executive Officer
For Commanding officer

Part I – General information

1. **Last Date and Time for Depositing the Bids.** **09 Apr 19 by 1500 hrs.** The sealed quotations under two-bid system viz. Technical-Bid and Commercial-Bid in sealed covers 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 quotations clearly marking reference no. and date on the envelop should be either dropped in the Tender Box marked as “**Commanding Officer, ICGS Delhi**” or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency). “Technical Bid” along with bid security (EMD) and Sealed Cover-II containing “Commercial Bid” should be placed in a third sealed cover super scribed “**CONSERVANCY AND AREA MAINTENANCE SERVICES AT COAST GUARD ADMIN BUILDING AND OTHER OTM COMPLEX AT SECTOR-62 NOIDA**”.
3. **Time and Date for Opening of Technical Bids.** **09 Apr 19 at 1600 hrs** (If due to any exigency, the due date for opening of the Technical-Bid is declared a closed holiday, then it will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
4. **Location of the Tender Box.** **At Reception office, Indian Coast Guard Station Delhi National Stadium Complex, Purana Quila Road, New Delhi – 110 001.** Only those quotations that are found in the tender box will be opened. Quotations dropped in the wrong Tender Box will be rendered invalid.
5. **Place of opening of the Bids.** **Technical / Commercial Bids will be opened in the Office of Commanding Officer, ICGS Delhi, National Stadium Complex, Purana Quila Road, New Delhi – 110 001.** Only proprietor / Director will be permitted to participate in tendering process. 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. The intimation for witnessing opening of Bids be given in advance for arranging gate pass at ICGS Delhi.
6. **Two-Bid system.** In Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.
7. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like PAN / TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.

- 8. Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 07 (Seven) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
- 9. Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
- 10. Clarification regarding contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
- 11. Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
- 12. Unwillingness to quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
- 13. Validity of Bids.** The Bids should remain valid for a period of **120 days** from the last date of submission of the Bids.
- 14. Earnest Money Deposit.** **Bidders are required to submit Earnest Money Deposit (EMD) Rs. 3,00,000/- (Rupees three lakhs only) in form of demand draft / fixed deposit receipt / Bankers Cheque along with their bids.** The EMD (Demand draft / fixed deposit receipt / Bankers Cheque) should be account payee and issued by any of the public sector banks or a private sector bank authorized to conduct government business in favour of "**The Commanding Officer, ICGS Delhi**" Payable at New Delhi 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 Organisation (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department or 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 scope of work required to be undertaken in conservancy and area maintenance services at Admin building and other OTM Complex at Sector-62 Noida is as follows:-

(a) The firm is required to carry out the conservancy and Area maintenance services work on all days except on Sundays and Gazetted Holidays.

(b) The firm is required to complete its all conservancy and Area maintenance jobs between 0630 hrs to 1900 hrs daily and will employ the personnel in shift, so that throughout the day Admin building and other OTM Complex premises is maintained.

(c) The firm is required to prepare the entire premises of Admin building and other OTM Complex for day to day work daily by 0800 hrs.

(d) The firm is required to use minimum 35 housekeepers, including 05 Gardeners, 01 Supervisor for area maintenance to carry out the conservancy and area maintenance services.

| Ser | Scope of work |
|------------|--|
| (i) | Maintenance of office space |
| (ii) | Maintenance of Road and other space in the campus |
| (iii) | Maintenance of green lawn, Gardens and decorative Gamlas |
| (iv) | Maintenance of bathrooms & toilets |
| (v) | Expenditure on material used for gardening |
| (vi) | Expenditure on material used for cleaning of office space bathrooms including toiletries items |

The detail scope of work to be carried out for keeping the Admin building and other OTM Complex offices maintained and maintaining the gardens and green lawn as per season is enclosed at **Appendix 'A'**. To carry out the above work, minimum of 35 personnel alongwith 01 supervisory staff are required to be employed along with supply of material used for maintaining the area.

2. **Technical Details**: Blank

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 at least **03 years** in carrying out combined conservancy and housekeeping job with any Govt / PSU organization for annual value of contract not less than Rs **20 lakhs**. Copy of satisfactory completion report from the concerned organization should be attached with the technical bid.

(b) The firm shall have minimum annual turnover of Rupees **20 lakhs** in the last 02 financial years. Copies of audited balance sheet and profit and loss account for the last 02 financial years 2017-18 and 2018-19 should be attached with the technical bid. The statement should be duly certified by the practitioner CA firm.

- (c) Firm should have the following certificates documents valid as on date of issue of this RFP:-
- (i) **ESI Registration Certificate**. (Attested copies of ESI Certificate alongwith latest receipt of premium paid should be attached failing which the certificate / receipt will be considered invalid).
 - (ii) **EPF Registration Certificate**. (Attested copies of EPF Registration Certificate alongwith latest receipt of premium paid should be attached failing which the certificate / receipt will be considered invalid).
 - (iii) **Service Tax Certificate**. (Attested copies of Service Tax Registration Certificate alongwith latest receipt of premium paid should be attached failing which the certificate / receipt will be considered invalid).
- (d) 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.
- (e) 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.
- (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 be registered with the Ministry of Labour for hiring of laborers and copy of registration certificate is to be attached with the Technical bid

(k) 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.

(l) There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency)/blacklisted by any Govt. Organisation or by any other reputed department. The firm shall provide undertaking to this effect on company letterhead.

4. (a) **Two-Bid System**. The quotation must be submitted by the bidder under two bid systems i.e. **Technical-Bid** and **Commercial Bid** to be submitted in separate sealed covers as per the formats at **Appendix- 'B'** and **Appendix- 'C'** respectively. The documents mentioned in para 3 above should be enclosed with the Technical-Bid. Bidders are also required to furnish clause by clause compliance of eligibility criteria / tendered parameters bringing out clearly the deviations from the eligibility criteria / tendered parameters, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid –Parameter / Eligibility Criteria of RFP /TE Documents submitted by bidder - whether Yes / No in response Compliance to RFP/TE parameters / eligibility criteria In case of non compliance, Deviation from RFP/TE to be specified unambiguous terms

(b) **Scope of Rate Contract**. The proposed Contract will be an agreement between the purchaser and lowest bidder(s) (supplier) to supply the **Supervisors / Housekeepers / Gardeners / garden material / toiletries items included in this tender at specified prices and terms and condition during the period of the contract** included in this tender. Contract will be in the nature of a standing offer and neither any quantity nor any anticipated drawls are 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 supply order is placed on the supplier for supply of a definite quantity in terms of the rate contract during the validity period of the rate contract that supply order becomes a valid and binding contract and the supplier will be bound to supply the ordered quantity. Rate contract will be carried out from the period the contract is signed till one year.

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 **One (01) Supervisor / Thirty five (35) Housekeepers including five (05) Gardeners / garden material / toiletries items included in**

this tender at specified prices and terms and condition during the period of the contract on as required basis. Please note that Contract can be cancelled unilaterally by the Buyer in case contracted items are not received within the contracted delivery period.

6. **Consignee details.** The Commanding Officer, Indian Coast Guard Station Delhi, National Stadium Complex, New Delhi – 110001.

7. **Attendance Register.** The contractor will require to maintain an Attendance Register and presence / absence of manpower deployed by him should be recorded in the register on day-to-day basis. The attendance register shall be submitted for verification to the contract operating authority viz Executive Officer, ICGS (D) by 10:00 Hrs on each working day. It should be responsibility of the contractor to ensure that 100% conservancy laborers are present on each working day failing which penalty will be imposed and such deductions will be made from the outstanding payments / PBG of the contractor. **A copy of attendance register countersigned by Executive Officer, ICGS (D) is to be submitted alongwith the monthly bills for payment.**

Part III – Standard Conditions of Contract

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 Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show 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 Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all

or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

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

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

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

8. **Liquidated Damages.** In the event of the Contractor failure to submit the bonds, guarantees and Documents, supply the stores / goods and conduct trails, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the contractor as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed / undelivered stores / services mentioned above for every week of delay or part of

week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

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

- (a) The delivery of the services is delayed for causes not attributable to Force Majeure for more than (02 months) after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of services is delayed due to causes of Force Majeure by more than (03 months) provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

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

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

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

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

14 **Taxes and Duties**

- (a) If Bidder desires to ask for Service Tax, 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 to no claim for the same will be entertained
- (b) On the Bids quoting service tax, the rate and the nature of Tax applicable at the time of supply should be shown separately. Taxes will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of service is legally liable to service tax and the same is payable as per the terms of contract.

- (c) If reimbursement of any Duty/Tax is intended as extra over the quoted price the Bidder must specifically say so, in the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.
- (d) 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.
- (e) If a bidder is exempted from payment of any duty / tax up to 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. Stipulations like, the said duty/tax was presently not applicable but same will be charged if it becomes livable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will be charged by him even if the same becomes applicable later on in respect of the Bidder, who fail to comply with requirement, their quoted price shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
- (f) Any changes in any duty/tax upward/downward as a result of any statutory variation in exercise taking place within contract term shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier, in case of downward revision in any duty/tax the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustment shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

Part IV – Special Conditions of RFP

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

1. **Performance Guarantee.** 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 signing of this contract. Performance Bank Guarantee will be valid up to 60 days beyond the date of warranty/completion of contract period. The specimen of PBG is given in Form DPM-15, (Available in MoD website and can be provided on request).

2. **Repeat Order Clause.** NA

3. **Tolerance clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to **15% Plus/minus** increase or decrease the quantity of the required services up to that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered will be increased or decreased by the Buyer within this tolerance limit.
4. **Payment Terms.** 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 mechanism instead of payment through cheques, wherever feasible. 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). The payment will be made as per the following terms, on production of the requisite documents:
- (a) Payment will be made on post monthly basis after successful execution of supply/job orders issued against the RC during this period.
 - (b) Amount of LD / Risk Expense / penalty etc., if any, will be deducted from the billing amount.
 - (c) **Payment of Bills.** Monthly bills for bonafide use of Security personnel to be submitted by the contractor latest by the 3rd day of the subsequent month to security Section, along with the requisition issued. Payment will be made through **The Controller of Defence Accounts (Navy/Coast Guard) West Block-V,RK Puram Sector-1 New Delhi - 110066** subject to timely submission of bills by the contractor
5. **Payment terms for foreign sellers.** NA
6. **Advance Payments.** No advance payment(s) will be made.

7. **Paying Authority.**

(a). **The Controller of Defence Accounts (Navy/Coast Guard) West Block-V, RK Puram Sector-1 New Delhi - 110066.** The payment of bills will be made on submission of the following documents, whichever applicable, by the Seller to the Paying Authority along with the bill:

- (i) Ink-signed copy of contingent bill / Seller's bill.
- (ii) Ink-signed copy of Commercial invoice / Seller's bill.
- (iii) Copy of Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (iv) NA
- (v) NA
- (vi) Proof of payment for EPF / ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (vii) NA
- (viii) NA
- (ix) NA
- (x) Performance Bank guarantee / Indemnity bond where applicable.
- (xi) CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- (xii) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract).
- (xiii) Any other document / certificate that may be provided for in the contract.
- (xiv) User Acceptance, where applicable.
- (xv) Photocopy of PBG.

8. **Fall clause.**

(a) The price charged for the services to be supplied under the contract by the Contractor shall in no event exceed the lowest prices at which the contractor sells the services or offer to sell services of identical description to any persons / Organisations including the purchaser or any department of the Central government or any Department of State government or any statutory undertaking the central or state government as the case may be during the period till performance of all Work Order placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the contractor reduces the sale price, sells or offer to sell such services to any person / organization including the purchaser or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the supplier shall forthwith notify such reduction or sale or offer of sale to the Commanding Officer, ICGS (D) of Supplies & Disposals and the price payable under the contract for the stores / services of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:--

(i) Sale of services at lower price on or after the date of completion of sale/placement of the order of services by the authority concerned under the existing or previous contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the contract – “We certify that there has been no reduction in price of the services of description identical to the stores / services supplied to the Government under the contract herein and such services have not been offered/sold by me/us to any person/organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the contract at price lower than the price charged to the government under the contract except for quantity of services under sub-clauses (i), (ii) and (v) of sub-para (b) above, details of which are given below:-

9. **Force Majeure Clause:** NA

10. **Risk & Expense clause.** In the event of the failure of the contractor to provide Supervisor, Housekeepers and Gardener as requisitioned under the contract, Executive Officer, ICGS Delhi/ user shall hire similar type of Supervisor, Housekeepers and Gardener 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 for conservancy and area maintenance services at Coast Guard Headquarters / ICGS (D). **Expenses incurred on hiring, shall be debited from the security deposit / PBG of the contractor.** Any excess of the expenditure incurred on hiring of services of Supervisor, Housekeepers and Gardener, over the contract price appropriate to such default shall be recoverable from the SELLER / Service provider.

11. **Minimum wages.** The contractor 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 contractor would be required to ensure payment to the manpower to be deployed by him for execution of the proposed for conservancy and area maintenance services at Admin building and other OTM Complex at Sector-62 Noida is as follows contract as per the **existing minimum wages promulgated by the central Labour Department, for the skilled (Supervisor) & unskilled (Housekeepers and Gardeners).**

12. **EPF, ESI, EDLI.** The amount of EPF, ESI, EDLI shall be quoted strictly 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 Contractor in the concerned account of the individual Supervisor, Housekeepers and Gardener deployed on duty.

13. The Contractor shall obtain a valid licence from the competent Licensing Officer under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 within 90 days from the date of award of contract. If the Contractor is refused a license for any reason whatsoever or fails to obtain the license within the stipulated period, the contract shall automatically stand terminated and the Customer shall be at liberty to recover losses, if any, from the security deposit cum Performance Guarantee of the Contractor.

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

15. The Contractor 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 Contractor shall fix the wage period not exceeding one month to make payment to the Supervisor, Housekeepers and Gardener employed by him and shall ensure payment before expiry of the 7th day after the last of the wage period.

17. The Commanding Officer, ICGS Delhi will nominate an authorized representative who will be present at the place and time of the disbursement of the wages and the Contractor shall ensure the disbursement of the wages in the presence of the authorized representative. The place and time of disbursement shall invariably be in the work premises and during the working hours of the office and the same shall be intimated by the Contractor in advance. The bill for conservancy and area maintenance services at Admin building and other OTM Complex at Sector-62 Noida is as follows should be furnished alongwith the copy of wage roll countersigned by the Commanding Officer, ICGS Delhi

18. It shall be the responsibility of the Contractor to issue employment card to each Supervisor, Housekeepers and Gardener 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 Contractor shall arrange for such facilities as provided for in the Contract Labour (Regulation and Abolition) Act for the welfare and health of the Supervisor, Housekeepers and Gardener employed on the work.

20. The Contractor 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. **Police Verification.** At all times, the contractor will be responsible to ensure that the Supervisor, Housekeepers and Gardener engaged by him are security cleared by Police Station of worker's residential area. Police verification is to be submitted at least 10 days prior to commencement of the contract. The contractor will also ensure that no person employed by him for the services has been/ is involved in any activity against the interest of state.

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

23. The contractor shall be obliged and solely responsible to comply with all statutory security requirements in respect of the manpower engaged by the firm and the Commanding Officer **ICGS(Delhi)** shall not be a party to any dispute arising out of such deployment by the contractor.

24. The manpower deployed by the contractor under this contract shall be the employee of the contractor and in no circumstance shall ever have any claim of employment with the Commanding Officer **ICGS (Delhi)**.

25. **Uniform.** The Supervisor, Housekeepers and Gardener deployed by the Contractor shall be in distinct/neat uniform including shirt/trouser alongwith cap and pair of canvass shoes for men, with logo of the firm embossed. Samples of the **uniform** are to be approved by the Contract Operating Authority at least 10 days prior to commencement of the contract. In order to maintain neat and clean uniforms at all times at least two set of uniforms to be issued to employees per annum.

26. **Responsibility of payment of wages.** The contractor shall make payment to the contract labour employed on monthly basis under the contract in the presence of the Commanding Officer, ICGS Delhi or an officer nominated by him in the premises of the Commanding Officer, ICGS Delhi 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 contractor 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 contractor under any contract or as debt payable by the contractor.

27. **Registers and other Records to be maintained.** The registers and records that will be maintained by Contractor are as follows:-

- (a) Register for the persons employed / deployed. The detail in the register will be signed /authenticated daily by a person deputed by the Commanding Officer, ICGS Delhi.
- (b) Service Certificate is to be issued to every Supervisor, Housekeepers and Gardener on termination of employment for any reason.
- (c) Form or Register of Wages Cum Muster Roll. The same will be countersigned by the Commanding Officer, ICGS Delhi) or an officer appointed by him on the day the wages is paid in the presence of the representative of the Principal Employer.
- (d) Wage Slip, which will be issued to each worker on the day the wages is paid in the presence of the representative of the Principal Employer.

(e) Employment card is issued within three days of the employment of each worker.

28. **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 - Written warning.
- (b) Second & Third complaint - Written Warning/Show cause notice.
- (c) Fourth & Fifth Complaint - Deduction of ¼ amount of the monthly bill.
- (d) Sixth Complaint - Issue of show cause notice for termination of contract and PBG of the contract will be forfeited.

29. **Payments.**

(a) Payment will be issued by **Office of CDA (Navy/Coast Guard), Block V , RK Puram, New Delhi – 110022** through ECS system. You have to produce your bank account details ie MICR No, PAN card No, cancelled bank cheque leaf. The processing of bill will take minimum 30 days time. However all payment will be issued within 45 days, from the date bill submitted to ICGS (D)

(b) Monthly bill has to be submitted before 05th day of every subsequent month.

30. **Transportation.** Blank

FOB / FAS – Not applicable

31. **Quality.** The quality of the service rendered according to the present contract shall correspond to the technical conditions and standards valid for the services in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the services suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the services to be supplied under this contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply a replacement of individual who is unfit to carry out the desired job.

32. **Inspection Authority.** The Inspection will be carried out by the Executive Officer, ICGS (D) or any officer nominated by the Commanding Officer, ICGS (Delhi).

33. **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.

34. **Penalty.** The contractor will be penalized on following occasions:-
- (a) If the desired work is not undertaken to the standards required / mentioned in **Appendix 'A'**.
 - (b) If the desired standard of cleanship and hygiene is not maintained by the housekeeping staff.
 - (c) If the contractor fails to provide services as mentioned at SL (a) and (b) above, the same job will be done by hiring personnel / material and contractor will be charged same amount / payment of personnel required to carry out the necessary area maintenance services and the amount so panalised would be recovered from the amount due to the vender.

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 Buyer 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 total lowest price quoted by the particular Bidder as per the Price Format given at **Appendix 'C'** to this tender enquiry / RFP. The price-bid shall comply with the technical-bid and terms & conditions of the contract.
 - (d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - (e) The lowest bidder will be considered on the total minimum amount quoted on adhering to the minimum wage criteria and number of personnel employed for carrying out above job.
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 and area maintenance services including material supply and nothing else.

3. **Service Charges.** Service and material charges are to be quoted as a whole amount for one month which may include the various components like Stationery, Pay bill generation & correspondence for EPF & ESI, Correspondence for maintenance of attendance etc, Maintenance of register & correspondence for labour commissions as per CLRA 1970, Telephone charges, Profit, Rent, Electricity charges and other overhead expenses. **SERVICE CHARGE SHOULD NOT BE NIL OR IN FRACTION (LIKE Rs. 0.10, Rs. 0.0, Rs. 0.95 etc) . .**

4. **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 Buyer 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 by the CNC taking into consideration the turnover of the company, the strength of personnel employed by the company and the credibility /good services of the company.

5. **Instruction for Filing up Price-Bid.**

(a) The tenderer 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 tenderer. 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) Coast Guard / MoD does not bind itself to accept the lowest, or any, or all the tenders and reserves to himself, 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.

**DETAIL OF SCOPE OF WORK REQUIRED TO BE UNDERTAKEN IN CONSERVANCY
AND AREA MAINTENANCE SERVICES AT ADMIN BUILDING AND OTHER OTM
COMPLEX AT SECTOR-62 NOIDA**

1. Duties and responsibility of Housekeeping Staff to keep the office space and toilets clean and hygienic at Admin building and other OTM Complex at Sector-62 Noida is as follows:-

- (a) Conservancy and area maintenance services of the entire premises of Admin building and other OTM Complex at Sector-62 Noida is to be carried out daily except on Sundays and Gazetted Holidays.
- (b) The firm is required to complete the morning cleanship, maintenance of office space and open campus space before 0800 hrs daily and thereafter at regular interval as mentioned in succeeding paragraphs and sub paragraphs to keep the area clean, hygienic and maintained throughout the day.
- (c) Conservancy services will cover the daily regular cleaning of below mentioned areas / spaces:-
 - (i) Sweeping and wet mopping (with prescribed disinfectants) of all the offices, passage, lobby, corridor etc. daily in the morning prior to 0800 hrs and when required.
 - (ii) Sweeping and wet mopping (with deodorant disinfectants / sanitizers) of Reception Area, General Office Area, toilets, bathrooms and Cabins etc. daily in the morning prior to 0800 hrs and when required.
 - (iii) Clearing and cleaning of waste paper baskets from each offices.
 - (iv) Dusting of partitions, doors and walls and Venetian blinds.
 - (v) Cleaning of tree leaves from the ground thrice a day.
 - (vi) Cleaning of window glasses from inside and outside.
 - (vii) Cleaning of telephone instruments.
 - (viii) Cleaning of main entrance glass doors / wooden doors. (Cleaning of WCs, wash basin, urinals and mirrors etc. in all the toilets thrice a day (morning) before 0830 AM (after noon) 1230 PM and (evening) 1630 PM with disinfectant.
 - (ix) Dusting of all furniture on daily basis.
 - (x) Scrubbing and cleaning of all toilets flooring.
 - (xi) Mopping of the entire toilet floors with deodorant disinfectant and cleaning of wash basins at regular intervals throughout the day.
 - (xii) Replenishment of toiletry items in the toilet when used or finished.

(xiii) Every day cleaning of road area in and around of Admin building and other OTM Complex at Sector-62 Noida premises (two time morning and evening). In addition, as and when required for VIP visit to be ensured well in time.

(xiv) Drainage to be cleaned every day, if any major choke, the same is to be reported immediately to the concerned officer of ICGS (D).

(xv) Dumping of wastage and handing over the same to the New Delhi Municipal Corporation to be done. If municipal vehicle not available then wastage to be dumped in the nearby New Delhi Municipal Corporation dumping area without delay.

(xvi) Cleaning of cobwebs daily and walls weekly.

(xvii) Housekeeping staff is to ensure CGHQ main gate and the approaching road from Indian gate circle is kept cleaned throughout the day.

2. Duties and responsibility of Gardening staff to keep the green lawns and gardens clean and fresh at Admin building and other OTM Complex at Sector-62 Noida are as follows:-

(a) Maintaining all the garden, lawns, plants, trees and flower pots in and around Admin building and other OTM Complex at Sector-62 Noida premises at all time.

(b) Developing lawn and gardens around the Admin building and other OTM Complex at Sector-62 Noida building by trimming of bushes, cleaning of weeds and hedges, planting annual and seasonal flower, watering, cutting and pruning of plants and Gamlas placed in Admin building and other OTM Complex at Sector-62 Noida premises. The flower plants and pots both indoors and out door including seeds, fertilizers etc are to be provided by the contractor.

(c). The contractor should be responsible for proper maintaining up keep and further beautifying the green cover of the complex, its lawn, trees, flower beds both indoor and outdoor etc.

(d) The contractor should employ professional number of persons (gardener etc) to carry out the work to the satisfaction of the ICGS (D).

(e) Bids should be inclusive of the cost of manures and fertilizers, vitamins, pesticides, saplings, tools etc used for the work. The contractor should use its own lawn mowers. Bids should have separate costing for gardener and materials use for gardening.

(f) **100 potted plants both indoor and outdoor should be replaced with fresh plant in every 15 days.** Pots should be properly placed and maintained at location desired by the ICGS (D) and pots should be placed on plastic plates.

(g) Standard size of pots should be maintained as per quantity desired by the ICGS (D).

(h) The flower beds should be cleaned properly and flower in these beds should be planted seasonally as per season.

- (j) Creeper should be planted at selected location as desired by the ICGS (D).
- (k) Day to day watering for all plants / gardens / lawns and they have to ensure that, no plants / grass/ tree should die due to non-watering or over watering.
- (l) Weeding out of grass & other unwanted bushes at regular intervals in the campus.
- (m) Day to day cleaning such as removal of debris, stones, and foliage leaves broken branches etc.
- (n) Pruning to be done as and when required.
- (p) Well decomposed farm yard manure application for all vegetation bimonthly.
- (q) Replacement of dead/damaged plants, attending the patch works in the lawn.
- (r) Maintaining the overall aesthetics of the landscape and supervision of skilled labour involved in landscape activities and maintenance.
- (s) Safety of all permanent irrigation system and its accessories shall be the contractor's responsibility. If damaged/mutilated during the period, the same need to be replaced with similar or equivalent ISI approved material/parts. Any delay caused in replacing, and thereby causing harm to the plants shall be worked out at actual cost and shall be levied on the contractor.
- (t) The Contractor shall have the following equipments, implements, accessories at their disposal available at site during the entire maintenance period.

| Sl. | Items | Quantity |
|--------|---------------|----------|
| (i) | Pick axe | 2 Nos. |
| (ii) | Spade | 2 Nos. |
| (iii) | Crow bar | 2 Nos. |
| (iv) | Gudli | 2 Nos. |
| (v) | Cane baskes | 2 Nos. |
| (vi) | Iron pan | 2 Nos. |
| (vii) | Khurpis | 2 Nos. |
| (viii) | Water cans | 5Nos. |
| (ix) | Wheel barrow | 5 Nos. |
| (x) | Hard brooms | 10Nos. |
| (xi) | Secateur | 2 Nos. |
| (xii) | Garden Shears | 04 Nos. |

3. **Duties and responsibility of Supervisor.** The Supervisor will be overall responsible for conservancy and area maintenance services at Admin building and other OTM Complex at Sector-62 Noida. He will regulate all the Housekeepers and gardeners for the duties and cater for the administration / logistics requirement including discipline, training, turnout and appearance. He will also ensure that all the works as mentioned above have been completed and Admin building and other OTM Complex at Sector-62 Noida premises are spick and span. He will also make reports to the Executive Officer, ICGS Delhi for the attendance of the personnel on daily basis on the timing promulgated.

4. General instructions for personnel employed for cleaning and maintenance of Admin building and other OTM Complex at Sector-62 Noida office space and gardens.

- (a) Gardeners / housekeepers shall be presentable, hygienic and available at site for inspection during working hours.
- (b) In case of necessity, shift duty shall be imposed anytime during the maintenance period for which the contractor shall not be paid anything extra.
- (c) Proper Man-Power supervision, keeping log-notes, apprising the officer, in-charge about maintenance activities on a regular basis are to be strictly followed.
- (d) All the staff should be in proper uniforms, well behaved, possess good health, medically fit, possess vigilance clearance and should be adult.
- (e) All the staff are bound to follow the defence security rules and regulation existing or any change from time to time.
- (f) This unit is not responsible for any claim of any type of casualty during working hours in or outside Admin building and other OTM Complex at Sector-62 Noida premises. However, adequate safety measures to be adopted while carrying out duties.
- (g) CGHQ / ICGS (D) will not be responsible for any involvement of agency staff quoting CGHQ / ICGS (D) name, during any frauds / illegal activities. The employing agency will be directly responsible.
- (h) All personnel attached with this unit for conservancy and cleanliness should not have any previous criminal record and employing agent is to provide their complete bio-data, self and family photographs and police verification copy prior to employing them, as this being a defence organization. This unit will also undertake police verification before issuing of pass in due course during attachment period.
- (j) Replacement of personnel will be intimated to this unit 48 hrs in advance.
- (k) All items / materials related to cleaning purpose and all necessary toiletries items in the bathrooms and toilets to be provided by the firm.
- (l) The entry passes for entering Admin building and other OTM Complex at Sector-62 Noida will be issued to the employing agency instead of handing over to the individual. The firm will be responsible for misuse of passes and legal responsibility.
- (m) The unit is empowered to deduct the amount for deficiencies of services as per unit board of officers recommendation before processing of bills.
- (n) Indian Coast Guard reserves the right to terminate the contract after issue of show cause notice during any time prior expiry of contract period if rendered service is found sub-standard.
- (p) Supervisor will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
- (q) No outsiders are allowed to enter in the premises without proper Gate Pass issued by the Authorized Officer of the Sector.

- (r) The Contractor shall ensure that all persons employed by him shall be efficient, skilled, honest and conversant with the nature of work.
- (s) Be it clearly understood and agreed that by this deed no relationship of employer and employee is created between ICGS (D) and the employees engaged by the Contractor.
- (t) The Contractor shall decide the modus operandi as to engage men/machinery by him rendering proper and efficient services and to conform to the prescribed standard of Hygiene in consultation with ICGS (D) Officers.
- (u) The Contractor, being the employer in relation to persons engaged/employed by him for providing the services under this agreement, shall alone be responsible and liable to pay wages/salaries to such persons which in any case will not be less than the minimum wage as fixed or prescribed for the category of workers employed by him from time to time or by the State Government and/or any authority constituted by or under any law.
- (v) The Contractor shall adhere to and comply with all the laws that may be applicable to him and will extend all the benefits/privileges as applicable to Workmen's Compensation Act, Bonus, Gratuity, Minimum Wages Act and Leave, etc. In case of any breach of any law, rules, notifications applicable to the employees of the Contractor, the contractor alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent, representative, attorney, person(s) engaged/employed by him for discharging the obligations under this Agreement.
- (w) The Contractor shall provide uniforms to his employees the pattern of which will be different than that of the ICGS (D) as followed for its employees and they shall wear them at all times while at work and maintain such uniforms. The Contractor shall also provide all safety items such as safety shoes, gloves, masks, etc.
- (x) All employees of the contractor shall be issued with identity cards bearing their photographs. Cost of identity cards and photographs for identity cards shall be borne by the Contractor. The Contractor shall have the identity card format approved from the ICGS (D).
- (y) The Contractor shall issue name badges to all his employees, which the employees shall wear while on duty.
- (z) The Contractor alone shall have the right to take disciplinary action against any person(s) engaged/employed by him; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the ICGS (D). The ICGS shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the contractor for any purpose whatsoever nor would the ICGS (D) be liable for any claim(s) whatsoever of any person(s) of the Contractor.
- (aa) The Contractor shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules as amended up to date and shall

comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Agreement.

(ab) In case the ICGS (D) is required to meet any liability in respect of any person(s) engaged/employed by the Contractor by virtue of their working at the premises of the Admin building and other OTM Complex at Sector-62 Noida, it would be open and lawful for the ICGS (D) to deduct the amount(s) of any such liability from and out of dues payable to the Contractor.

(ac) The Contractor shall maintain all registers required under various Acts, which may be inspected by the ICGS (D) as well as the appropriate authorities.

(ad) The Contractor shall be responsible for all injuries and accidents to persons, employed by him.

(ae) The Contractor shall be responsible for the conduct and behaviour of his employees. If any employee of the Contractor is found misbehaving with the ICGS (D) staff, the Contractor shall take necessary and appropriate action.

(af) In the event of any loss/damage being occasioned to the ICGS (D) on account of the negligence of the Contractor's employees, the Contractor shall make good the loss sustained by the ICGS (D) either by replacement of the material/equipment or payment of compensation.

(ag) The Contractor shall not appoint any sub-contractor to carry out any obligations under the contract.

(ah) The Contractor shall take proper instructions from the ICGS (D) staff for the execution of the contract at the different places and will faithfully comply with the same.

(aj) The Contractor shall provide sufficient quantity of materials, tools, tackles and machinery for executing the work and for disposal of rubbish to the approved dumping ground the Contractor will arrange a covered transport at his own cost.

(ak) The Contractor shall attend to complaints relating to housekeeping received from the employees of the ICGS (D) and shall devise a system whereby such complaints when brought to the notice of the Contractor will be attended promptly by him or his employees concerned.

(al) All members of staff employed by the Contractor will be subjected to security check by the Company's staff / DSC while entering / leaving the premises.

(am) The Contractor shall be required to provide supervisory staff to ensure proper control for executing the job smoothly and efficiently.

(an) The cleaning detergent and the chemicals required for Housekeeping services shall be provided by the Contractor as and when as projected above.

(ap) The Contractor shall give the services on all days except on Sundays and Gazetted holidays during the period of contract as per the ICGS (D)'s requirement.

(aq) The Contractor's employees will make their own arrangements for food and snacks while at work at their own cost and the ICGS (D) will not entertain any financial expenditure or provide any canteen facility.

(ar) Should the Contractor commit any breach of any of the terms and conditions hereof and/or fail/neglect to carry out any instructions issued to him by the ICGS (D) from time to time, it shall be open and lawful for the ICGS (D) to terminate this Agreement forthwith without assigning any reason and can get the work done by any person(s) or through any other agency or contractor at the risk and cost of the Contractor and the Contractor shall have no right to claim any compensation whatsoever on this account.

(as) In case of any new addition in the areas due to new construction after submission of the tender, prorated rates will be allowed on such additions.

(at) All the above services which will be entrusted to the Contractor from time to time by the ICGS (D) are to be rendered without causing any hindrance or disturbance to any staff member of the ICGS (D). The work shall be carried out efficiently, in consonance and in conformity with the standards of neatly and hygienically maintained premises.

5. **List of cleaning material and toiletries required per month for keeping the office space and toilet / bathrooms clean and hygienic:-**

| Sl. | Material Description | Deno. |
|------------|-------------------------------------|--------------|
| (a) | Bucket Plastics (16 Ltrs) (Flora) | 02 in Nos. |
| (b) | Room freshener | 10 in Nos. |
| (c) | Chock Pump (Unique) | 02 in Nos. |
| (d) | Colin (500 ml) | 20 in Nos. |
| (e) | Drum Plastic (40 Ltrs) with lid | 02 in Nos. |
| (f) | Dust control MOP big 60cm | 06 in Nos. |
| (g) | Dust bins 10 Ltrs general (plastic) | 10 Pcs. |
| (h) | Duster Floor (30x30) Special | 30 in Nos. |
| (j) | Duster white (30x30) | 30 in Nos. |
| (k) | Duster Yellow (27x27) | 30 in Nos. |
| (l) | Dust Pan | 04 in Nos. |
| (m) | Easy Bang Cleaner(400 ml) | 02 in Nos. |
| (n) | Garbage Bag (100 Ltrs) | 10 Kgs. |
| (p) | Hard Broom 500 gms | 12 in Nos. |
| (q) | Harpic (500 ml) | 10 in Nos. |
| (r) | Hockey Brush (Unique) | 04 in Nos. |
| (s) | Juna Plastic | 10 Doz. |
| (t) | Liquid Soap Detol | 05 Ltrs. |
| (u) | Mug plastic (1.5 Ltrs) | 02 in Nos. |
| (w) | Odonil (100 gms) | 60 in Nos. |
| (y) | Platform Brush Complete | 06 in Nos. |
| (z) | Tissue paper (wash basin) | 100 boxes |
| (aa) | Road Broom with lathi | 08 in Nos. |
| (ab) | Soft Broom (500 gm) | 02 in Nos. |
| (ac) | Wheel Detergent | 05 in Kgs. |
| (ad) | Wiper Supreme | 05 in Nos. |
| (ae) | Steri MOP 5 Ltrs | 01 Cans |
| (af) | Tissue Paper (WC) rolls | 50 rolls. |

| | | |
|------|---------------------|------------|
| (ag) | Bleaching powder | 02 Kgs. |
| (ah) | Brush 4' Geru Chuna | 06 in Nos. |
| (aj) | Brush 2" Bathroom | 06 in Nos. |
| (ak) | Scotch Brite | 36 in Nos. |
| (al) | Mutton Cloth | 05 Kg. |
| (am) | Calico Cloth | 05 Mtrs. |
| (an) | Chuna Powder | 100 Kg |
| (ap) | Gheru | 100 Kg |

6. **List of Garden material required per month:-**

| Sl. | Material | Deno. |
|------------|--|--------------|
| (a) | Seasonal flower plants in flower pots (per Month) | 100 in Nos. |
| (b) | Manure for plants and green lawn | 02 Trolleys |
| (c) | Pesticides for plants(500 Gms) | 10 Pkts. |
| (d) | Garden Tools | 25 in Nos. |

TECHNICAL BID
CHECK OF LIST FOR CONSERVANCY AND AREA MAINTENANCE SERVICES AT
COAST GUARD ADMIN BUILDING AND OTHER OTM COMPLEX AT SECTOR-62 NOIDA

| | | |
|--|--|---|
| SL. | Tender No.: ICGS (D) / CON / 100/5 | Tender Date: |
| 1 | Name of the Company with registered address | |
| 2 | Other Information | Phone no. (off): Fax no.: Mb no: E-mail: |
| 3 | Name and designation of the person of the bidder to whom all references shall be made | |
| 4 | Validity of offer for three months | Yes / No |
| 5 | Copy of license issued by the Ministry of Labour for employing labour | Yes / No |
| 6 | Copy of PAN card attached | Yes / No |
| 7 | Copy of service tax registration attached | Yes / No |
| 8 | Copy of EPF registration attached | Yes / No |
| 9 | Copy of ESI registration attached | Yes / No |
| 10 | EMD submitted for Rs. 03 lakhs in a separate envelop | Yes / No |
| 11 | Whether the provision of minimum wage act has been complied in full | Yes / No |
| 12 | Confirmation to provide required nos. of personnel as mentioned in RFP. | Yes / No |
| 13 | Whether meeting all eligibility criteria as mentioned in para 3 of part-II of the RFP. | Yes / No |
| 14 | Bank solvency certificate issued by the banker of the tender on or after the date of issue of this tender enquiry confirming that the tenderer is maintaining his bank account satisfactorily for at least last three years. | 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.

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

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

Owner reserves the right to verify any / all documents at any time during pre-award and post-award period, which bidder will have to produce within specified time failing which or in case of providing incorrect information, the owner reserved the right to take suitable action under the provisions of the tender / contract.

COMMERCIAL BID**FOR CONSERVANCY AND AREA MAINTENANCE SERVICES AT COAST GUARD
ADMIN BUILDING AND OTHER OTM COMPLEX AT SECTOR-62 NOIDA**

| Sl. | Description | Unskilled labour (Housekeepers / Gardener) (A) | Skilled labour (Supervisor) (B) |
|-----|---|---|---------------------------------------|
| (a) | Minimum wage including all allowances as per appendix 'C' for one month for 01 Supervisor (Skilled) and 01 Housekeeper / Gardener (unskilled laborer) | | |
| (b) | Service charge on Sl (a) above | | |
| (c) | Total for one month for 01 supervisor and 35 unskilled laborer | | |
| (d) | Total for one month for 01 supervisor and 35 unskilled laborers | | |
| (e) | Total for 12 months for 01 supervisor and 35 unskilled laborers | | |
| (f) | Total (e) {(A) + (B)} | | |
| (g) | Service Tax(GST) 18% | | |
| (h) | Cost of cleaning material for one month | | |
| (j) | Cost of cleaning material for one year (12 months) | | |
| (k) | Cost of garden material for one month | | |
| (l) | Cost of garden material for one year (12 months) | | |
| (m) | Any other charges | | |
| | Grand Total for (12 Months) (f+g+j+l+m) | | |

Amount in words (Rupees.....
.....only).

Note: Rates are to be quoted separately for each item.

1. The minimum wages to be strictly quoted as per the current rates promulgated by Delhi Govt and other statutory components i.e. ESI & EPF including EDLI and Admin charges shall be quoted strictly as per prescribed Govt rates.

2. To carry out cleaning and maintaining office space, green lawn and gardens minimum of 26 personnel are required to be employed with supervision by one person one for office space, general area and for green lawns and gardens. Allowances to be included in calculation of per month wage of skilled & unskilled labour are placed at enclosure.

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

Enclosure to appendix- "C"**ALLOWANCES TO BE INCLUDED IN MONTHLY WAGE**

Following allowances will be required to include in commercial bid for calculating wages of each Skilled/ Unskilled labour for one month at the percentage mentioned against them.

| SL. | Particular | Unskilled labour (Housekeepers / Gardener) (in Rs.) | Skilled labour (Supervisor) (in Rs.) |
|-----|----------------------------------|--|--|
| (a) | Basic & DA | | |
| (b) | ESI (4.75%) | | |
| (c) | EPF + EDLI +Adm Charges (13%) | | |
| (e) | Sub Total (per head cost) | | |
| | Sub Total | | |
| | Final Cost | | |

List of cleaning material and toiletries required per month for keeping the office space and toilet / bathrooms clean and hygienic:-

RATE LIST**GARDEN MAINTENANCE MATERIAL COST FOR ONE MONTH**

| Sl. | Material | Deno. | Rate (in Rs.) | Amount (in Rs.) |
|-----|---------------------------------------|-------------|------------------|--------------------|
| (a) | Seasonal flower plants in flower pots | 100 in Nos. | | |
| (b) | Manure for plants and green lawn | 02 Trolleys | | |
| (c) | Pesticides for plants(500 Gms) | 10 Pkts. | | |
| (d) | Garden Tools | 25 in Nos. | | |
| | Total | | | |

CLEANING MATERIAL COST FOR ONE MONTH

| Sl. | Material Description | Deno. | Rate (in Rs.) | Amount (in Rs.) |
|------------|-------------------------------------|--------------|----------------------|------------------------|
| (a) | Bucket Plastics (16 Ltrs) (Flora) | 02 in Nos. | | |
| (b) | Room freshener | 10 in Nos. | | |
| (c) | Chock Pump (Unique) | 02 in Nos. | | |
| (d) | Colin (500 ml) | 20 in Nos. | | |
| (e) | Drum Plastic (40 Ltrs) with lid | 02 in Nos. | | |
| (f) | Dust control MOP big 60cm | 06 in Nos. | | |
| (g) | Dust bins 10 Ltrs general (plastic) | 10 Pcs. | | |
| (h) | Duster Floor (30x30) Special | 30 in Nos. | | |
| (j) | Duster white (30x30) | 30 in Nos. | | |
| (k) | Duster Yellow (27x27) | 30 in Nos. | | |
| (l) | Dust Pan | 04 in Nos. | | |
| (m) | Easy Bang Cleaner(400 ml) | 02 in Nos. | | |
| (n) | Garbage Bag (100 Ltrs) | 10 Kgs. | | |
| (p) | Hard Broom 500 gms | 12 in Nos. | | |
| (q) | Harpic (500 ml) | 10 in Nos. | | |
| (r) | Hockey Brush (Unique) | 04 in Nos. | | |
| (s) | Juna Plastic | 10 Doz. | | |
| (t) | Liquid Soap Detol | 05 Ltrs. | | |
| (u) | Mug plastic (1.5 Ltrs) | 02 in Nos. | | |
| (w) | Odonil (100 gms) | 60 in Nos. | | |
| (y) | Platform Brush Complete | 06 in Nos. | | |
| (z) | Tissue paper (wash basin) | 100 boxes | | |
| (aa) | Road Broom with lathi | 08 in Nos. | | |
| (ab) | Soft Broom (500 gm) | 02 in Nos. | | |
| (ac) | Wheel Detergent | 05 in Kgs. | | |
| (ad) | Wiper Supreme | 05 in Nos. | | |
| (ae) | Steri MOP 5 Ltrs | 01 Cans | | |
| (af) | Tissue Paper (WC) rolls | 50 rolls. | | |
| (ag) | Bleaching powder | 02 Kgs. | | |
| (ah) | Brush 4' Geru Chuna | 06 in Nos. | | |
| (aj) | Brush 2" Bathroom | 06 in Nos. | | |
| (ak) | Scotch Brite | 36 in Nos. | | |
| (al) | Mutton Cloth | 05 Kg. | | |
| (am) | Calico Cloth | 05 Mtrs. | | |
| (an) | Chuna Powder | 100 Kg | | |
| (ap) | Gheru | 100 Kg | | |
| | | | TOTAL | |

List of Garden material required per month:-**RATE LIST**

| Sl. | Material | Deno. | Rate (in Rs.) | Amount (in Rs.) |
|------------|--|--------------|--------------------------|----------------------------|
| (a) | Seasonal flower plants in flower pots (per Month) | 100 in Nos. | | |
| (b) | Manure for plants and green lawn | 02 Trolleys | | |
| (c) | Pesticides for plants(500 Gms) | 10 Pkts. | | |
| (d) | Garden Tools | 25 in Nos. | | |

| Ser. | DESCRIPTION | DATE & TIME |
|-------------|---------------------------------------|------------------------|
| (a) | Published Date | 19 Mar 19 1500 hrs |
| (b) | Bid Document Download/Sale Start Date | 19 Mar 19 1500 hrs |
| (c) | Clarification Start Date | 19 Mar 19 1500 hrs |
| (d) | Clarification End Date | 09 Apr 19 1300 hrs |
| (e) | Pre Bid Meeting | 02 Apr 19 1500 hrs |
| (f) | Bid submission End Date | 09 Apr 19 1500 hrs |
| (g) | Bid Opening Date | 09 Apr 19 1600 hrs |

