

E-mail: dhq3@indiancoastguard.nic.in
 Tele : 0824- 240 5266
 Fax : 0824- 240 5267
 Reply should be addressed to
 the District Commander

Headquarters
 Coast Guard District No.3
 Post Box 19
 Panambur Post
 New Mangalore- 575 010

Quoting : DHQ-3/Store/66/19-20

13 Nov 19

**INVITATION OF BIDS FOR OUTSOURCING OF CATERING AND MAINTENANCE SERVICES
 AT COAST GUARD OFFICER'S MESS, NEW MANGALORE**

REQUEST FOR PROPOSAL (RFP) NO. DHQ-3/Store/66/19-20 DATED 13 NOV 19

Sir,

1. Bids in sealed cover (under two bid system) are invited for Outsourcing of Catering and Maintenance Services as listed in part II of this RFP. Please super scribe the above-mentioned Title, RFP number and date of opening of the bids on the sealed cover to avoid the Bid declared invalid.

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

(a) Bids/queries to be addressed to : The District Commander

(b) Postal address for sending the Bids : Headquarters
 Coast Guard District No. 3
 Post Box 19
 Panambur Post
 New Mangalore- 575 010

(c) Name /designation of the contact personnel: Dy Comdt Deepika Dhiman
 District Logistics Officer

(d) Telephone numbers of the contact personnel: 0824-2405866

(e) E-mail ids – dhq3@indiancoastguard.nic.in

(f) Fax number: 0824-2405267

3. The RFP is divided into five Parts as follows: -

(a) Part I - Contains General Information and Instruction for the bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

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

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

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

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

4. This RFP is being issued with no financial commitment and the 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 enclosed with the Technical Bids 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 this Headquarters.

6. Bid documents are required to be submitted manually.

7. RFP Part I, II, III, IV and V are enclosed herewith.

8. The Para marked with "NA" will not be considered as part of RFP.

Thanking you,

Yours faithfully,



(Deepika Dhiman)
Dy Commandant
District Logistics Officer
For District Commander

Encls: As above

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids.** **1000 Hrs on 05 Dec 19.** The sealed Bids (both technical and Commercial) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids.** Sealed Bids should be either dropped in the Tender Box placed near Security Office/Main Gate of this Headquarters 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).
3. **Time and date for opening of Bids:** **1200 Hrs on 05 Dec 19.** (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
4. **Location of the Tender Box:** **At CGDHQ-3 Main Gate.** 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:** **CGDHQ-3 (AV Room).** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Two-Bid system.** The case is being processed under two-bid system i.e., Technical Bid and Commercial Bid are to be submitted in separate sealed envelopes clearly mark as **Technical Bids** and **Commercial Bids** respectively. Only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the buyer.
7. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN Number, EPF/ESI Registration Number, GST 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 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
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

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submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **Clarification regarding contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
11. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
12. **Unwillingness to quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
13. **Validity of Bids.** The Bids should remain valid till **120 Days** from the last date of submission of bid.
14. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 1,00,000.00** (Rupees one lakh only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered for the same items / range of product / 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.
15. **Pre-Bid Conference.** A pre bid conference will be conducted on **20 Nov 19** at **1500 hrs** in the Office of the Commander, Coast Guard District No. 3, New Mangalore. The participants firms are required to depute their representatives to attend the conference along with authorization letter on firm's letter head.

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PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements.** List of items / services required is as follows: Name/Type of item/services/description of stores Qty required : Outsourcing of Catering and Maintenance Services at Coast Guard Officers Mess, New Mangalore for the period from 10 Feb 20 to 09 Feb 21 by providing following staff :

Sl. No.	Category	No of Personnel
01.	Supervisor (Skilled)	01
02.	Cooks (Skilled)	02
03.	Stewards (Semi Skilled)	03
04.	Receptionist (Semi Skilled)	01
05.	Housekeeping (Unskilled)	03
06.	Dhobi (Unskilled)	01
	Total	11

2. **Technical Details.** The bidder is required to submit following documents alongwith Technical Bid :

- (a) Documents related to Status of the firm (Pvt. Ltd/Proprietarily/Partnership) If partnership firm then partnership deed to be attach.
- (b) Registration Certificate for recognition /licensed by the Ministry of Labour for employing manpower.
- (c) EPF/ESI Registration Certificate
- (d) Pan Card
- (e) Last Two Years Income Tax Return
- (f) GSTIN Registration Certificate
- (g) EMD
- (h) Firm should have experience of supplying labour to any Government/Semi Government/PSU/MNC for atleast 02 years. Certificate to this effect to be enclosed.

3. **Two Bid System.** The case is being processed on two bid system i.e., technical bid and commercial bid to be submitted in separate sealed envelopes clearly mark as Technical Bids and 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 Bid will be submitted in the following manner.

- (a) **Envelope I (Technical Bid).** Envelope I will contain all the documents as sought vide para 2 above. The Bidders are also to submit Compliance Statement as Appendix "A" to this RFP along with Technical Bid.
- (b) **Envelope II (Commercial Bid).** Commercial Bid 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 and email address of their office as per format placed at Appendix "B".

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4. **Uniforms:-** Uniforms for the personnel serving under contract to be provided by the contractor as per following details.

Name of the Post	Items of uniform per staff
Supervisor	Safari suit Black
	Shoes Black
	Socks Black
Steward	Shirt White (Half Sleeve)
	Trousers Black
	Bow Tie
	Shoes Black
	Hand Gloves White
	Socks Black
Housekeeper/Dhobi	Male:
	Shirt Sky blue (half sleeve)
	Trouser black
	Shoes black
	Socks Black
	Female:
	Sari Blue
Black Blouse	
Cooks	Shirts White (Half Sleeves)
	Trousers Black
	Apron White
	Shoes Black
	Socks Black
Receptionist	Female:
	Sari
	Male:
	Shirt blue & black tie
	Socks Black
	Shoes Black
	Black Trouser

5. **Qualification and Duties.** The qualification and duties of the each type of staff to be carried out are enumerated as follows :

(a) **Supervisor.** Should have diploma in Catering and Housekeeping, Computer literate and at least 02 years' experience in the said field. The duties are :

- (i) Coordinate the activities at CGOM and the service provider for aspects in connection with the smooth functioning of the mess.
- (ii) Supervise and control the staff provided by the service provider.
- (iii) Manning of the reception, attending the guests, vendors, maintenance staff etc.
- (iv) Carry out allocation of rooms to guests as per instructions of Mess secretary.

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- (v) Carry out check-in and checkout procedures.
- (vi) Follow up and expedite maintenance jobs as per defect register through Military Engineering Service / Annual Maintenance.
- (vii) Documentation of materials brought in and out.
- (viii) Maintenance record of room inventory, maintain mess register and slips.
- (ix) Custodian of all the room keys and records.
- (x) Assist guests in transportation, travel and tourism.

(b) **Cooks.** Should have Diploma in Cookery and at least experience of 03 years in the same field. He will be entrusted with following duties:

- (i) Coordinate purchase/utilization of available ration.
- (ii) Prepare food as per decided menu at scheduled time and quantity.
- (iii) Ensure kitchen and store hygiene.
- (iv) Advise menu for special occasions-meetings –VIP visits.

(c) **Stewards.** Should have Diploma in catering & minimum experience of two years in the same field with following duties :

- (i) Coordinate the quality of food prepared and serve as planned.
- (ii) Ensure back service follow sequence, replenishing, perfect distribution and make alternative if required.
- (iii) Ensure food service to late coming and regular reserved officers.
- (iv) Will be deployed for upkeep of each floor, maintenance, coordination, preparing for routine, VIP and special service, Admin service meetings, other parties and inventory of crockery.
- (v) All stewards should be available at the dining hall during service time.

(d) **Housekeeper.** Non matriculation & minimum experience of one year with following duties:

- (i) Housekeeping of all floors, rooms, toilets, mess office, TV room, Billiard room, gymnasium, dining hall, library etc of the entire mess including VIP annexes etc.
- (ii) Each cabin to be fixed with housekeeping check list. Entry to be made by the housekeeper. This will be checked by the supervisor.
- (iii) Each housekeeper will dry daily the consumables from housekeeping stores and make an entry in the card provided at the rooms. Daily housekeeping consumables and

line replacement will be followed and recorded in the card by the housekeeping supervisor.

- (e) **Dhobi.** Non matriculation & minimum experience of one year with following duties :
- (i) Will be on day shift and will wash and iron guests linen and mess linen.
 - (ii) Will maintain record of linen changing schedule of rooms, guest officer's laundry, VIP linen, Party linen with respect to maintenance, payments, laundry consumables etc.
 - (iii) Linen replacement in each room will be recorded in the cards available in the cabins in Coordination with the supervisor.
- (f) **Receptionist.** Graduate/diploma in Computer Science/Information Technology with good communication skill in Hindi and English with following :
- (i) Round the clock (24h) manning of the reception.
 - (ii) Coordinating point for guests and the mess staff.
 - (iii) Attending phone calls and passing necessary information to mess staff.
 - (iv) Maintenance of records such as check –in. Check-out cabin keys etc.
 - (v) Passing information to mess staff regarding guest requirements arrival departure and bill payments etc.
 - (vi) Preparation of mess, wine bills balance sheets maintenance of mess, wine account books and other register.

6. **Cleaning schedule.** Cleaning material will be issued by Coast Guard and cleaning schedule will be as follows :

- (a) **Daily**
- (i) Sweeping and mopping all the areas twice a day.
 - (ii) Mopping and fumigation of Toilets, Reception, Foyer, Kitchen, Pantry and Restaurant twice.
 - (iii) All the cabins dusting, moping floors, toilets, billiards, Bar, blue room, TV, Library etc. once.
 - (iv) Cleaning and sweeping of VIP Annex, Gym, Guest Rooms, Fish Tanks, Rest Room, Convenience Rooms, Passages and Stair cases.
 - (v) Dusting Furniture, wiping glasses & window panels, staircase and show cases.
 - (vi) Watering indoor potted plants

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- (vii) Washing and ironing mess guest linen daily.
- (viii) Maintaining of linen, rooms inventory
- (ix) Changing linen and bed laying as per schedule in the rooms
- (x) Check and replenish toilet rolls, paper napkins, odonil sticks, urinal cakes and naphthalene balls.
- (xi) Feeding aquarium and cleaning of glass panel furniture, counters at Bar.
- (xii) Update records, room housekeeping cards, laundry register etc.
- (xiii) Removal of blockages and clogging in the wash basin and other sanitary fittings

(b) Weekly

- (i) Mopping passage thrice a week.
- (ii) Once in two weeks change water, clean the tubs etc.
- (iii) Changing linen curtains per schedule
- (v) Scrubbing of bathroom tiles
- (vi) Polishing brassware.
- (vii) Laundering of curtains if required.
- (viii) Cleaning of window panels.
- (ix) Vacuuming of carpet under heavy furniture.
- (x) Preventive maintenance of VIP rooms by technical.
- (xi) Cycling potted plants with the nursery.
- (xii) Removal of cobwebs in rooms, corridors lavatories etc.
- (xiii) Removal of dust/ cobwebs accumulated on the doors and walls, under paves & ventilators.
- (xiv) All other works not being carried out daily.
- (xv) Cleaning Fans, A/c Grills, Lights and Grills.

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Monthly

- (i) Cleaning ceilings and exterior.
- (ii) Arrange for Curtains, Mats, Carpets vacuuming and arranging repairing/ replacing if required.
- (iii) Stock verification of housekeeping items and linen.
- (iv) Inventory of stock, furniture and fixtures.
- (v) Maintenance of equipments, tools and accessories follow up.
- (vi) Replenish and check First Aid Box and fire Extinguisher.

(d) **Works on as required basis**

- (i) Cleaning of choked drain lines.
- (ii) Mow of Lawn.

7. **Delivery Period.** Delivery period for rendering of service would be 07 days from the date of award of contract and the contract will be in force for one year subject to satisfactory performance of the services by contractor. Please note that contract can be cancelled unilaterally by the Buyer in case satisfactory service are not rendered within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

8. **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 and 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.

9. **INCOTERMS.** NA

10. **Consignee details.** The Commander, CGDHQ-3
Headquarters, Coast Guard District No. 3
Post Box 19, Panambur Post
New Mangalore- 575 010

11. The tenderer should quote their rates for services of persons for per day and per month (i.e. for 26 days) in figure as well as in words. Alterations unless legibly attested by the tenderer shall disqualify the tender. The tender form should be signed by the tenderer themselves. The rates should be quoted after taking into account the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions.

12. All the terms and conditions in these tender documents will be a part and parcel of the agreement/contract to be executed by the contracting agency with the department/government.

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13. Once the competent authority accepts the bid, the contracting agency shall be responsible to provide the Housekeeping services **within 07 days from** the date of issue of letter of acceptance.

14. Every paper of the bid should be signed by the Bidder with seal of Agency/Firm/Company. Terms and conditions enclosed with this letter are also to be duly signed by the firm and enclosed with their respective bids.

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PART III – STANDARD CONDITIONS OF RFP

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

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The Supply Order 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 (for indigenous trade) / DPM-8 (for foreign supplies) / 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 disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the Contract and all or any other Contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other Contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the Contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents / Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the Contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the

signing of this Contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above 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 Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores/services.

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 (02 months) provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilized 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. **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) **In respect of Foreign Bidders**. All taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the parties under the present contract in their respective countries.

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

(i) **General**

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

(ab) 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. In such cases, relevant certificate will be issued by the Buyer later to enable the seller to obtain exemptions from taxation authorities.

(ac) Any changes in levies, taxes and duties levied by Central/State/local governments such as excise duty, VAT, Service tax, GST, Octroi/entry tax, 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.

(ad) Levies, taxes and duties levied by Central /State/local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc on final product will be paid by the Buyer on actuals, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.

(ii) **Customs Duty – NA**

(iii) **Excise Duty**

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(aa) Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

(ab) Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

(ac) The Seller is also required to furnish to the Paying Authority the following certificates:

- Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.
- Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.
- A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.
- An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

(ad) Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claims on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency for the contract.

(iv) Sales Tax / VAT/ GST

(aa) If it is desired by the Bidder to ask for Sales/Service tax / VAT / GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the

Adhman

bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

(ab) On the Bids quoting sales/service tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax 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 sale is legally liable to sales tax and the same is payable as per the terms of the contract.

(v) Octroi Duty & Local Taxes

(aa) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

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

15. **Pre-Integrity Pact Clause – NA**

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PART IV – SPECIAL CONDITIONS OF CONTRACT

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

1. **Performance Guarantee.**

(a) **In case of 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 signing of this contract. Performance Bank Guarantee should be valid up to 60 days beyond the date of the contract period. The specimen of PBG is given in Form DPM-15(Available in MoD website and can be provided on request).

(b) **Foreign cases.** NA

2. **Option Clause.** NA

3. **Repeat Order Clause.** NA

4. **Tolerance clause.** NA

5. **Payment terms for Indigenous Sellers.** It will be mandatory for the bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be through ECS/EFT mechanism instead of payment through cheque, wherever feasible. A copy of the model mandate from prescribed by RBI to be submitted by bidders for receiving payments through ECS is at from DPM-11 (Available in MOD website and can be given on request). 100% payment on delivery and acceptance by the user on completion of the requisite documents.

6. **Payment terms for Foreign Sellers.** NA

7. **Advance Payments.** No advance payments will be made.

8. **Paying Authority.**

(a) **Indigenous Sellers – JCDA(N), Kochi.** The payment of bills will be made on monthly basis on submission of the following documents by the Seller to the Paying Authority along with the bill:

(i) Ink-signed copy of Commercial invoice / Seller's bill.

(ii) Copy of Work Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.

(iii) Muster Roll in original signed by the Supervisor.

(iv) Proof of remittance of monthly salary to staff employed under Contract through NEFT.

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(v) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.

(vi) Performance Bank guarantee / Indemnity bond where applicable.

(vii) 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).

(viii) Any other document / certificate that may be provided for in the contract.

(b) **Foreign Sellers – NA**

9. **Fall clause.** The Catering and maintenance Service Provider post commencement of contract shall not be offering the same services to any other Govt/Private organisations at the price lower than the price quoted in this rate contract. In case of any such incident comes to light the contract shall commensurate with the lower rates quoted to such organization and the bill shall be accepted at that lower level only.

10. **Exchange Rate Variation Clause.** NA

11. **Risk & Expense clause.**

(a) Should the services or any installment thereof not be provided within the time or time specified in the contract documents, or if defective service is made in respect of the services to be provided, the Customer shall after granting the Contractor 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the services or any installment thereof not perform in accordance with the specifications / parameters provided by the Contractor during the period of contract, the Customer shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a service breach that was not remedied within 45 days, the Customer shall, having given the right of first refusal to the Contractor be at liberty to purchase, other services of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the services remaining to be provided there under.

(d) Any excess of the value of any services provided from any other Contractor as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the Contractor.

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12. **Force Majeure clause.**

(a) Neither party shall bear responsibility for the complete or partial non- performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

13. **Buy-Back offer.** NA14. **Specification.** NA15. **OEM Certificate.** NA16. **Export License.** NA17. **Earliest Acceptable Year of Manufacture.** NA18. **Buyer Furnished Equipment.** NA

19. **Transportation.** The following Transportation clause will form part of the contract placed on successful Bidder –

(a) **CIF/CIP** – NA

(b) **FOB/FAS** – NA OR

(c) **FCA** – NA

20. **Air lift.** NA21. **Packing and Marking.** NA

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22. **Quality.** NA

23. **Quality Assurance.** Service Provider would provide the trained manpower for carrying out the task 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 the new person within 48 hours from the time of discharge of duties by defaulting employees.

24. **Inspection Authority.** The Inspection will be carried out by the Consignee. The mode of Inspection will be Departmental Inspection.

25. **Pre-Dispatch Inspection.** NA

26. **Joint Receipt Inspection.** NA

27. **Franking clause.** NA

28. **Claims.** NA

29. **Warranty-** NA

30. **Product Support.** NA

31. **Annual Maintenance Contract (AMC) Clause.** NA

32. **Engineering Support Package (ESP) clause.** NA

33. **Price Variation (PV) Clause.** The contract is fixed price contract with escalation, where an upward or downward revision of contracted price will be allowed on the basis of revision of wages promulgated by the Government from time to time (applicable if quoted as per minimum wages). In case of any changes in Central/State/local levies, Duties, Cess, Taxes, changes in basic price or any other statutory levies, the firm would prefer supplementary bills and/or debit notes for recovery of additional levies, if any from the date from which such levies become effective.

34. **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 Commander, CGDHQ-3 or the Government of India shall have no liability, what so ever in this regard.

35. **Compliance of Labour Law.** 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.

36. **Minimum Wages Act.** The responsibility of compliance of minimum wages act provisions rests with the contractor under this contact. Coast Guard/MoD does not bind himself 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 to credibility, good service etc. will also be considered for the award of contract.

37. 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

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the service provider and in no circumstance shall ever have any claim of employment with the District Commander, DHQ-3.

38. 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.

39. 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).

40. The Service provider shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. The Commander, CGDHQ-3 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

41. 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 Commander, CGDHQ-3 shall not be a party to any dispute arising out of such deployment by the service provider

42. **Character verification and Antecedence.** The contractor should get the character/antecedence of each and every workmen deployed by them at the job premises, verified by the Police Authorities before engaging and deploying them in our premises. In case the contractor desires to change the manpower deployed by him, due to any reason, the new incumbent should be deployed with clearance of PMC.

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

44. The bidder will ensure that the staff employed is conversant and understands English or Hindi Language.

45. The bidder shall strictly ensure healthy, hygiene and verification of character/antecedent and residential proof of the staff employed by them and produce the copies of above certificates for verification by the contract operating authority. Visitors to the employee of the bidder will strictly not be permitted/ entertained in the Coast Guard Officers Mess, Mangalore.

46. The successful bidder will keep the surrounding of the Mess clean and also ensure economical use of electricity, cooking gas provided by the first party In the CGOM, Mangalore.

47. As and when specialty asked for, the successful bidder may have to provide special services for social, official function, conference, VIP visits, from time to time, as directed by President Mess Committee/ Mess Secretary.

48. The successful bidder representative will meet the Mess Secretary once in a week or need basis to review the performance and plan of CGOM.

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

50. **Period of Contract.** The period of initial contract is likely to be for one year or as specified in the contract and can be extended if required with mutual agreement between customer and contractor on the same rates, terms and conditions of existing contract.

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PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows:

- (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
- (b) **In respect of Two-bid system, the Technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the services as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.**
- (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Appendix "B" to this RFP. L-1 bidder will be determined by excluding levies, taxes and, Octroi/entry tax, etc on final product, as quoted by bidders.
- (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 Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. 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.
- (f) Any other criteria as applicable to suit a particular case.

2. **Price Bid Format:** The Price Bid Format is given at Appendix "B" to this RFP. The following points be noted prior submission of bids :

- (a) Determination of L1 will be done based on total of basic prices (not including taxes, levies and duties levied by Central/ State/ Local Governments such as excise duty, VAT, Service tax, GST, Octroi/ entry tax, etc on final product) of all items/ requirements as mentioned in Price Bid Format.
- (b) Basic wages will be latest minimum wages promulgated by Office of Chief Labour Commissioner(C), Ministry of Labour and Employment, Government of India, New Delhi.
- (c) Rates are to be quoted separately for all services for salary for 26 days in a month. All allowances should be included in the final total.
- (d) Service charges should be ethical and should not be quoted as Nil. Further the same may be quoted taking into account section 194C of IT Act 1961 which stipulates tax deduction during payment to contractors. Service charges to be quoted as fixed amount and not in percentage. If quoted in percentage, no increase will be allowed in service charges whenever there is an increase in minimum wages.

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(e) Coast Guard/MoD does not bind himself 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, good services etc. will also be considered for award of contract.

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)	If Excise Duty Exemption (EDE) required:
(d)	If yes, then mention and enclose the following: (i) Excise notification number under which ED can be given:
(e)	If Custom Duty/ Exemption (CDE) required:
(f)	If yes, then mention the following: (i) Customs notification number under which CDE can be given (enclose a copy) (ii) CIF value of stores to be imported: (iii) Rate of Customs Duty payable: (iv) Total amount of Customs Duty payable:
(g)	Any other Taxes/ Duties

Deepika Dhiman

(Deepika Dhiman)
Dy Commandant
District Logistics Officer
for District Commander

FORMAT FOR TECHNICAL BID

Ser.	Description	Documentary Evidence required to be Attached	Details of Documents furnished by the Bidder	Compliance by the Bidder (Yes/No)	In Case of Non-Compliance, deviation to be specified in unambiguous Terms
(1)	(2)	(3)	(4)	(5)	(6)
(a)	Name of the Company with registered address and phone/ fax/ mobile numbers	Attach the proof			
(b)	Documents related to Status of the firm (Pvt. Ltd/Proprietarily/Partnership) If partnership firm then partnership deed to be attach.	Attach the proof			
(c)	EPF Registration No. of the Firm	Attested copies of EPF Registration Certificate along with receipt of last premium paid.			
(d)	ESI Registration No. of the Firm	Attested copies of ESI Registration Certificate along with receipt of last premium paid.			
(e)	GSTIN No. of the Firm	Attested copies of GST Registration Certificate along with receipt of last premium paid.			
(f)	PAN No. of the Firm	Attested copy of PAN Card.			
(g)	Whether recognized / licensed by the Ministry of Labour for employing manpower	Attested copy of recognition certificate/license			
(h)	Details of EMD Submitted (indicate mode of payment viz. Demand Draft/Pay Order/FDR along with its number, dated of issue and issuing bank)	EMD to be submitted in original along with the Technical Bid.			
(i)	Whether you meet the eligibility criteria of experience of supplying labour to any Government/Semi Government/PSU/MNC for atleast 02 years.	Experience Certificate to this effect to be enclosed.			
(k)	Compliance of all the Terms and Conditions of the RFP in accordance with para 5 Page 2 of the RFP.	Certificate to be Enclosed.			

Office Seal

Place

Dated:

(Signature of the Bidder)

Note: Column (4), (5) & (6) to be completed by the Bidder.

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FORMAT FOR SUBMISSION OF COMMERCIAL BID

Sl. No.	Category	No of Personnel	Wages+VDA Per Day/Person	Wages+VDA for 26 Days Per Person	Wages+VDA for 26 Days for all Personnel in each Category
(1)	(2)	(3)	(4)	(5)	(6)
(a)	Supervisor (Skilled)	01			
(b)	Cooks (Skilled)	02			
(b)	Stewards (Semi skilled)	03			
(c)	Receptionist (Semi Skilled)	01			
(d)	Housekeeping (Unskilled)	03			
(e)	Dhobi (Unskilled)	01			
(f)	Total{Wages+VDA for one Month(26 Days) for 11 Personnel} Sum of Column (6)				
(g)	EPF @ 13% of Sl. (f)				
(h)	ESI @ 3.25% of Sl. (f)				
(j)	Service Charges for one month for 11 Personnel				
(k)	Total Wages for one Month for 11 Personnel [Sum of Sl. (f)+(g)+(h)+(j)]				
(l)	GST @ % on Total of Sl. (f) + (j)				
(m)	Grand Total for one Month for 11 Personnel [Sum of Sl. (k) +(l)]				
(n)	Grand Total for 12 Month for 11 Personnel [Sl. (m)x12]				

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