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दूरभाष : 0824-2405270

फैक्स : 0824-2405267

Reply should be addressed to
the District Commander

मुख्यालय / Headquarters

न. 3 तटरक्षक जिला (कर्नाटक)

No.3 Coast Guard Dist (Kar)

पोस्ट बॉक्स नं. 19, पनम्बुर

Post Box No.19, Panambur

न्यु मंगलूर/New Mangalore-10

Quoting: DHQ-3/P&A/01/19-20

13 Nov 19

REQUEST FOR PROPOSAL (RFP) NO. DHQ-3/P&A/03/19-20 DATED Nov 17

**OUTSOURCING SERVICE OF GARBAGE COLLECTION AND
DISPOSAL FROM COAST GUARD SHIPS BERTHED AT OIL JETTY
AND OTHER BERTHS AT NMPT HARBOUR FOR PERIOD OF ONE YEAR**

Sir,

1. Bids in sealed cover are invited for supply of items 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 being declared invalid.

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

(a) Bids/queries to be addressed to : The Commander
Headquarters,
No.3 Coast Guard Dist (Karnataka)
Post Box No.19, Panambur,
New Mangalore-10

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(b) Postal Address for sending the Bids : Headquarters,
No.3 Coast Guard Dist (Karnataka)
Post Box No.19, Panambur,
New Mangalore-10

(c) Name/designation of the contact : Dy Comdt Shipra Chaudhary
Personnel

(d) Telephone numbers of the contact : 0824-2405270
Personnel

(e) E-mail id of contact personnel : dhq3@indiancoastguard.nic.in

(f) Fax Number : 0824-2405267

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

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

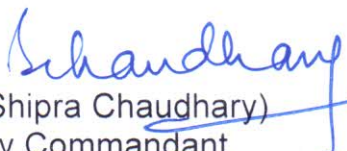
(b) Part II – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery period, mode of delivery and Consignee details.

(c) Part III – Contains Standard conditions of RFP, which will form part of the contract with the successful bidder.

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

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

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


(Shipra Chaudhary)
Dy Commandant
Oi/C Garbage Contract
for District Commander

Part I – General Information

1. **Last date and time for depositing the bids.** The sealed Bid should be deposited/reach by **1100 Hrs 05 Dec 19**. 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 Guard Room/Main Gate of this Headquarters or sent 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 specially called for by these modes sue to urgency).
3. **Time and date for opening of Bids.** Bids will be opened at **1500 Hrs on 05 Dec 19**. (If due to any exigency, the due date for opening of 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.** The tender box is located in the **Guard Room/Main Gate of Headquarters, No.3 Coast Guard District (Karnataka), Panambur, New Mangalore-10**. 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 the Bids.** Bids will be opened on the Second floor (Conference Room) of **Headquarters, No.3 Coast Guard District (Karnataka)**. The bidders may depute their representatives, duly authorised 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.** NA
7. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo/letter pas inter alia furnishing details like GST Number, TIN Number, Pan 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 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.

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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 120 days from the last date of submission of the Bids.
14. **Bid Security/Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for a sum of Rs. **5200.00(Rupees Five Thousand Two Hundred 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 private section bank authorised 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 for 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 final bid validity and latest on or before the 30th day after the award of the contract. The Bid security of the successful bidders will 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 item/range of products/goods or services with the Central Purchase Organisation (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.

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Part – II Essential Details of Items/Services Required

1. **Schedule of requirements.** List of items/services required is as follows :

SI	Description of Items
(a)	Annual rate contract for Garbage Collection and Disposal (at place designated by Corporation Municipality/Mangalore Corporation) on daily basis from Coast Guard Ships berthed at Oil Jetty and other berths at NMPT Harbour. Requisite passes to be obtained for men and vehicle from NMPT authorities by the firm for the purpose. The vehicle deployed for collection of garbage from Oil jetty to have spark arrester as it is mandatory for all vehicles entering oil jetty.

2. **Technical Details.** NA

3. **Two-Bid System.** NA

4. **Delivery Period.** The Contractor shall be responsible to provide the services from the date of agreement for a period of one year. Please note that contract can be cancelled unilaterally by the buyer in case services are not received within the contract delivery period.

5. **INCOTERMS for Delivery and Transportation.** NA

6. **Consignee Details.** The Commander
Headquarters, No. 3 Coast Guard District (Karnataka),
Post Box No.19,
Panambur,
New Mangalore-575 010

7. The prospective bidders are requested to visit this office on any working day to inspect the areas covered under the contract to satisfy and understand the scope of work to be executed as per this tender before participating in the tender and then quote the rate/amount per month for the work. Because no subsequent request of bidder for additional payment/claim on any account will be entertained by the office under any circumstances.

8. The service providers should quote their rates for services per month in figure as well as in words. Alterations unless legibly attested by the service providers shall disqualify the tender. The tender form should be signed by the service providers themselves. The rates should be quoted after taken into account the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act ESI, Bonus, Gratuity, Leave, Uniform etc.

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

10. Every paper of the bid should be signed by the bidder with the 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 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 Bid submitted by the Bidder.

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligation of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of 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 Contract 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 offence 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, 1988 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.

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5. **Agents / Agency Commission.** The Seller confirms and declares to the Buyer that the Seller 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/services 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.

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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 material/services is delayed for causes not attributable to Force Majeure for more than (24 Hours) after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material/services is delayed due to causes of Force Majeure by more than (24 Hours) 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.

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

(ab) If a Bidder is exempted from payment of any duty / tax upto any value of supplies from them, he should clearly state that no such duty / tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate / quantum of any Duty / tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities.

(ac) Any changes in levies, taxes and duties levied by Central/state/Local governments such as excise duty, GST, VAT, Service tax, Octroi / entry tax etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed re-imburement 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 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, GST, VAT, Service tax, Octroi / entry tax etc on final product will be paid by the Buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be 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. NA

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(iv) Sales Tax/VAT/GST. NA

(v) Octroi Duty & Local Taxes. NA

15. Pre-Integrity Pact Clause. NA

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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.

(a) **In case of Indigenous Seller.** 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 authorised to conducted government business(ICICI Bank Ltd, AXIS Bank Ltd. Or HDFC Bank Ltd.) for a sum equal to **05%** 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 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 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). Monthly 100% payment will be made on delivery and submission of User Clearance Certificate.

6. Payment Terms for forigen Sellers.NA

7. Advance Payments. No advance payment(s) will be made.

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8. Paying Authority.

(a) **Indigenous Sellers.** JCDA (N), Kochi. The payment of bills will be made on submission of the following documents 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) CRVs in duplicate.
- (v) Inspection note.
- (vi) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (vii) Exemption certificate for Excise duty / Customs duty, if applicable.
- (viii) Bank guarantee for advance, if any.
- (ix) Guarantee / Warranty certificate.
- (x) Performance Bank guarantee / Indemnity bond where applicable.
- (xi) DP extension letter with 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.
- (xv) Xerox copy of PBG

(Note – From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

(b) Foreign Sellers. NA

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9. **Fall Clause** . Fall clause is a price safety mechanism in rate contracts. The fall clause provides that if the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organisation during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly. Other parallel rate contract holders, if any, are also to be given opportunity to reduce their price as well, by notifying the reduced price to them and giving them 15 (fifteen) days time to intimate their revised prices, if they so desire, in sealed cover to be opened in public on the specified date and time and further action taken as per standard practice. On many occasions, the parallel rate contract holders attempt to grab more orders by unethical means by announcing reduction of their price (after getting the rate contract) under the guise of Fall Clause. This situation is also to be dealt with in similar manner as mentioned earlier in this paragraph. It is, however, very necessary that the purchase organisations keep special watch on the performance of such rate contract holders who reduce their prices on one pretext or other. If their performances are not upto the mark, appropriately severe action should be taken against them including deregistering them, suspending business deals with them, terminating the contract, etc.

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

11. **Risk & Expense clause**. Risk and Expense purchase is undertaken by the purchaser in the event of the supplier failing to honour the contracted obligations within the stipulated period and where extension of delivery period is not approved. While initiating risk purchase at the cost and expense of their supplier, the purchaser must satisfy himself that the supplier has failed to deliver and has been given adequate and proper notice to discharge his obligations. Whenever risk purchase is resorted to, the supplier is liable to pay the additional amount spent by the Government, if any, in procuring the said contracted goods / services through fresh contract, i.e. the defaulting supplier has to bear the excess cost incurred as compared with the amount contracted with him. Factors like method of recovering such amount should also be considered while taking a decision to invoke the provision for risk purchase.

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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.** NA

14. **Specification.** NA

15. **OEM Certificate.** NA

16. **Export License.** NA

17. **Earliest Acceptable Year of Manufacture.** NA

18. **Buyer Furnished Equipment.** NA

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19. **Transportation.** Any claim arising out of the accident of the transport, damage to public or private property or any injury or death shall be the responsibility of the supplier and the Indian Coast Guard as such shall not be part of it.

- (a) **CIF/CIP.** NA
- (b) **FOB/FAS.** NA OR
- (c) **FCA.** NA

20. **Air lift.** NA

21. **Packing and Marking.** – NA

22. **Quality.** NA

23. **Quality Assurance.** NA

24. **Inspection Authority.** The Inspection will be carried out by the Consignee. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.

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

26. **Joint Receipt Inspection.** NA

27. **Franking clause.** NA

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

(a) The claims may be presented either:-

(i) On quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing or

(ii) On quality of the stores, where quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).

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(c) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).

(d) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

(e) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

(f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.

(g) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).

29. **Warranty.** NA

(ii) to (iv) – NA OR (b). NA

30. **Product Support.** NA

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

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

33. **Price Variation (PV) Clause.** NA

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

35. The award of the contract shall be governed by the terms and conditions as enclosed at Appendix 'A' in addition to other terms and conditions of RFP.

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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.

PREVIOUS EXPERIENCE (IN RUNNING SIMILAR CONTRACT/TRADE/BUSINESS PROOF TO BE ATTACHED). PREVIOUS WORK EXPERIENCE CERTIFICATE FROM GOVT/SEMI GOVT ORGANIZATIONS WILL BE ADDED ADVANTAGE.

(i) The bidder should furnish IT return proof to with tender forms.

(ii) The bidder should have mandatory certifications/registration number for ESI/EPF/ST contribution. The bidder also need to obtain the license from the licensing officer i.e. the Assistant Labour Welfare Commissioner, Mangalore, if bidder employs or employed twenty or more than twenty work men on any day of the preceding twelve months while executing the contract work which has been awarded by the principal employer i.e. the defence units/establishments at Mangalore. Claim for the same or any statutory and other levies to be supported with requisite documents /proof of payment such as proof of payment for EPF/ESI/ST contribution with nominal roll of beneficiaries is required while release of payment.

(iii) The bidder should have valid service Tax Registration number for manpower services and documentary proof for the same should be enclosed with tender form.

(Or)

A certificate is to be attached to the effect that the bidder will register and produce a valid ST registration number for manpower resources within one month of award of contract. In the absence of any of these documents, the tender bid will be rejected.

(iv) The lowest bidder, **if fulfilling all terms and conditions** will be considered to be awarded the contract, after price negotiations.

(v) The decision, of who is to be awarded the contract is left completely to the Commander, CGDHQ-3.

(vi) A Security deposit i.e PBG amounting to 5% of the contract amount is to be deposited in the name of the Commander, CGDHQ-3 as security deposit on award of contract.

(vii) The contractor, once enter into contract, is bound to honour prevailing rate of minimum wage which are fixed for particular employment. Seller will have to absorb extra expenditure which may occur owing to revision of applicable minimum pay for the on higher side by the Govt.



(viii) The contractor, once enter into contract, is binding to extend all mandatory benefits like EFP/ESI/Bonus to the DEOs/contracted personnel at the rate approved by Govt. Further, the contractor may approach principal employer in case of subsequent changes in rates of these components on higher side to accord necessary approval for payment of extra levies.

b. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:

c. 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.

d. 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.

2. **Price Bid Format:** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details.

Sl.No.	Description	Amount for one one month (excluding tax)	Tax , if any	Total Amount per month
(a)				

Note : All taxes should be explicitly mentioned in the bid.

Schandhary

Note 1. Determination of L1 will be done based on total of basic prices (not including levies, taxes and duties levied by Central / State / Local Governments such as excise duty, VAT, GST, Service tax, Octroi / entry tax, etc on final product) of all items/ requirements as mentioned above.

3. Additional information in Price Bid on Taxes and Duties (not in scope of L-1 determination) :

(a)	Is Excise Duty extra?
(b)	If yes, mention the following:- (i) Total value of items on which Excise Duty is leviable; (ii) Rate of Excise Duty (item-wise if different ED is applicable); (iii) Surcharge on Excise Duty, if applicable? (iv) Total value of excise duty payable;
(c)	Is Excise Duty Exemption (EDE) required:
(d)	If yes, then mention and enclose the following: (i). Excise notification number under which ED can be given:
(e)	Is VAT/GST extra?
(f)	If yes, then mention the following: (i) Total value on which VAT/GST is leviable: (ii) Rate of VAT/GST: (iii) Total value of VAT/GST leviable:
(g)	Is Service Tax extra?
(h)	If yes, then mention the following: (i) Total value of Services on which Service Tax is leviable (ii) Rate of Service Tax leviable: (iii) Total value of Service Tax leviable:
(j)	Is Custom Duty Exemption (CDE) required:
(k)	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.
(l)	Octroi / Entry taxes;
(m)	Any other Taxes / Duties

Schandhanj

HEADQUARTERS, NO. 3 COAST GUARD DISTRICT (KARNATAKA)
POST BOX NO. 10, PANAMBUR
NEW MANGALORE – 575 010

TERMS & CONDITIONS OF THE CONTRACT FOR COLLECTION AND
DISPOSAL OF GARBAGE FROM COAST SHIPS BERTHED AT NMPT HARBOUR

1. The contract will be valid for a period of one year from the date of signing by both parties. However, in the event of service rendered being found unsatisfactory or due to any other such reasons, the contract can be short closed on service of a 30 days notice from either side.
2. The collection of the garbage to be done on daily basis and the same to be disposed of at a place designated by Municipality. **The transport to be used for garbage collection has to be “spark/flash-proof”.**
3. Rates quoted shall be on a monthly basis, Bill for payment shall be raised on a monthly basis.
4. **In the event of non collection of garbage on any day, the amount for the same will be deducted on pro rata basis.**
5. **If the service of the Agency/Firm during any calendar month is not found to be satisfactory and the Coast Guard is compelled to incur extra expenditure on this effect, the cost of the same shall be borne by the contractor and the decisions of the Coast Guard in this regard shall be final and binding.**
6. The firms are required to furnish with their tenders the following documents.
 - (a) PAN/TAN of IT Department
 - (b) Registration No. of the firm/tenderer/company
 - (c) Certificate for registration with Income tax/sale tax/EPF/ESI
 - (d) Bank particulars of the firm with NEFT details of bank
 - (e) Any other authority applicable for the present year
7. NMPT harbor is a restricted are, where movement and entry are restricted. The contract shall have to apply for entry passes well in advance for carrying out the work.
8. The standard of the sanitation has to be to the satisfaction of the authorised representative of the Coast guard.

Shandhay

9. The staff/workers of the contractor shall be polite, courteous and well behaved.
10. The department shall have not liability, financial or other, for any harm/damage/injury incurred by the manpower deployed by the contractor in the course of performing their duties. Neither the contractor nor his worker shall have any claim on this department for compensation or financial assistance on this account.
11. The agency/firm shall be responsible for payment of wages direct to their employees as per prevailing act/orders as applicable, If any dispute arises between the contractors and hi employees in the matter of wages or their service conditions, the same will be settled by the contractor. Coast Guard in no case will be a party to any dispute in this regards.
12. Under no circumstances shall the contractor appoint any subcontractor or sub-lease the contract, if it is found that he contractor has violated these conditions the contract will be terminated without any notice.
13. The agency/firm entrusted with the work shall have to carry out the contract at the approved rate of Coast Guard, which shall be valid for the whole of the contract and no upward revision will be allowed during the period of the contract.
14. If any of the documents furnished by the Agency/Firm is found to be false at any stage it would be deemed as breach of trust & terms and conditions and the Contractor/agency/firm shall be liable to legal/criminal action besides termination of contract.
15. In the event of any loss caused to the Department on account of negligence of the employee of the contractor, the Agency/firm shall make good the loss sustained by the Department either by replacement or by payment.
16. Child labour shall not be employed at any stage or circumstances.
17. Coast Guard being a defence service is a 24 x 7 service. The requirement of the service with a short notice have to be met by the contractor without any extra cost.

Sehandhary

SCOPE OF WORK (Areas covered under the contract)

The collection of the garbage to be done on daily basis and the same to be disposed off at place designated by Municipality from ships berthed inside NMPT harbor including Oil jetty.

S. Chandhan