

REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR MEP SERVICES

RFP REFERENCE NUMBER-5/3/2018-PROC

DATED: 24/05/2018

ISSUED BY

DIRECTOR

NATIONAL CENTRE FOR SUSTAINABLE COASTAL MANAGEMENT

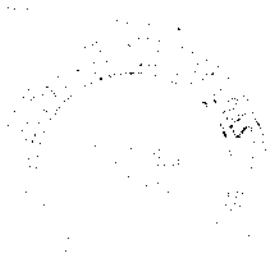
MINISTRY OF ENVIRONMENT, FOREST, AND CLIMATE CHANGE

GOVERNMENT OF INDIA, ANNA UNIVERSITY CAMPUS, CHENNAI

600025



<u>TABLE CONTENTS</u>			
<u>SL NO</u>	<u>CLAUSE NO</u>	<u>CONTENT</u>	<u>PAGE NO</u>
<u>1</u>	<u>1</u>	<u>NOTICE INVITING PROPOSAL</u>	<u>3</u>
<u>2</u>	<u>2</u>	<u>TERMS OF REFERENCE(TOR)</u>	<u>4</u>
<u>3</u>	<u>2.1</u>	<u>ELIGIBILITY CRITERIA</u>	<u>4</u>
<u>4</u>	<u>2.2</u>	<u>MEP SERVICE MANPOWER</u>	<u>5</u>
<u>5</u>	<u>2.3</u>	<u>SCOPE OF WORK</u>	<u>5-8</u>
<u>6</u>	<u>2.4</u>	<u>RESPONSIBILITY OF MANPOWER AGENCY</u>	<u>8-9</u>
<u>7</u>	<u>2.5</u>	<u>RESPONSIBILITY OF NCSCM MANAGEMENT</u>	<u>10</u>
<u>8</u>	<u>2.6</u>	<u>EMD AND PERFORMANCE SECURITY</u>	<u>10</u>
<u>9</u>	<u>2.7</u>	<u>PAYMENT & PRICE VALIDITY</u>	<u>11</u>
<u>10</u>	<u>2.8</u>	<u>PERIOD OF ENGAGEMENT</u>	<u>11</u>
<u>11</u>	<u>2.9</u>	<u>TERMINATION /SUSPENSION OF AGREEMNET</u>	<u>11-12</u>
<u>12</u>	<u>2.10</u>	<u>DETAILS OF OFFICE PREMISES</u>	<u>12</u>
<u>13</u>	<u>3</u>	<u>INSTRUCTIONS TO BIDDERS</u>	<u>12</u>
<u>14</u>	<u>3.1</u>	<u>SUBMISSION OF THE PROPOSAL</u>	<u>12</u>
<u>15</u>	<u>3.2</u>	<u>CONTENTS OF THE PROPOSAL</u>	<u>12</u>
<u>16</u>	<u>3.3</u>	<u>EVALUATION AND SELECTION</u>	<u>13</u>
<u>17</u>	<u>3.4</u>	<u>AWARD OF CONTRACT</u>	<u>13</u>
<u>18</u>	<u>4.</u>	<u>SPECIAL CONDITIONS OF CONTRACT</u>	<u>13-16</u>
<u>19</u>	<u>5.</u>	<u>PENALTY CLAUSE</u>	<u>16-17</u>
<u>20</u>	<u>6.</u>	<u>DISPUTE RESOLUTION MECHANISM</u>	<u>17</u>
<u>21</u>	<u>7.</u>	<u>GOVERNING LAW</u>	<u>17</u>
<u>22</u>	<u>8.</u>	<u>FORCE MAJOR</u>	<u>17-18</u>
<u>23</u>		<u>ANNEXURE 1</u>	<u>18-19</u>
<u>24</u>		<u>ANNEXURE-2</u>	<u>20</u>
<u>25</u>		<u>ANNEXURE-3</u>	<u>21</u>
<u>26</u>		<u>ANNEXURE-4</u>	<u>22-24</u>
<u>27</u>		<u>ANNEXURE-5</u>	<u>DELETED</u>



1. Notice Inviting Proposal

- 1.1** Proposals are invited from eligible INDIAN Bidders (Firms/ Agencies) interested to provide "MEP Services" to National Centre for Sustainable Coastal Management (NCSCM) in its office at Anna University Campus Chennai on outsourcing basis vide a service contract with specific terms and conditions. The contract shall be initially for a period of one years, which may be renewed for a further period of two years , on year to year basis on the same terms and conditions subject to satisfactory performance of the Agency and with the mutual consent of both the parties. The contract may however be terminated at any time during the contract period with two months notice by either party.
- 1.2** Interested Bidders can download the RFP document containing detailed terms and conditions, scope and eligibility criteria from the official website: www.ncscm.res.in The cost of the RFP document is NIL.
- 1.3** The proposals (both technical and financial) by eligible Bidders shall reach the Office of the undersigned within due date and time **i.e. 22/06/2018 at 11:30hrs** in the prescribed format and manner. Proposals received after due date and time shall be rejected. There is no system of receipt of proposal through drop box or by hand. Proposals shall be received only through registered post/ speed post/ courier service.

1.4 Key Information:

Sl. No.	Particulars	Information
1.	Start Date for sale or availability of RFP document in the official website	25/05/2018
2.	Date & Time for Pre-Bid Conference	10/06/2018 at 14:30hrs
3.	Venue of Pre-Bid Conference	Conference Room, B2, NCSCM, Anna University Campus, Chennai
4.	Closing Date for sale or availability of RFP document in the official website	17/06/2018, 17:30hrs
5.	Cost of RFP Document (including GST) (non-refundable)	Rs.NIL/-
6.	Last date and time for receipt of RFP	18/06/2018, 11:30hrs extended up to 22/06/2018, 11:30hrs
7.	Date and time for opening of RFP (Technical)	18/06/2018, 12:30hrs, extended up to 22/06/2018, 12:30hrs
8.	EMD	Rs.1,00,000/-
9.	Address for submission of RFP	DIRECTOR, National Centre for Sustainable Coastal Management, MoEF & CC, GoI, Koodal Building, Anna University Campus, Chennai 25

Note: In case the closing date for sale of RFP document or/ and date for Pre-Bid Conference or/ and last date for receipt of RFP happens to be a holiday for NCSCM for any reason, the activity will be held on the immediate next working day at the same time & place.




DIRECTOR
NCSCM, CHENNAI

2. Terms of Reference (TOR)

2.1 Eligibility Criteria

The interested Bidders shall have to comply with the following criteria to participate in the tendering process -

- a) Minimum three years of experience (as on 31st March 2018) in providing Facility Management Services ¹ on outsourcing basis either to a single organization or multiple organizations, out of which, at least one year must be in Chennai. In any one of these three years, the Agency should have provided at Electrical Maintenance & Plumbing Services for which this tender is invited i.e. **Electrical Maintenance Service & Plumbing Service.**(Self-Attested copies of the Service Contract/ Work Order to this effect are to be enclosed as supporting evidences along with the technical proposal and end user certificate).
- b) Provided similar services (**Electrical Maintenance Service & Plumbing Service**) to at least one Government/ Semi-Government/ public sector undertaking clients successfully (uninterrupted/ continuous) for a period of minimum 12 months (during the last 3 financial years i.e.from2014-15 to 2016-17) as on31/03/2017. (Self- Attested copies of Agreements/ Work Orders along with proof of bills/claims to be furnished along with the technical proposal).
- c) Must have executed one similar work (**Electrical Maintenance Service & Plumbing Service**) for at least Rs12/- Lakh during the last 3 years i.e. from2014-15to2016-17 .(Self-Attested copies of Completion/ Performance Certificates from the Employers as a proof of successful completion of the Contract are to be enclosed as supporting evidences)
- d) The Agency must have either its registered office or operating office in Chennai. (Self-Attested copy of documentary evidence in this respect is to be enclosed.)
- e) Valid registration under Shops & Establishment Act or other relevant Act/ Rules, Labour Law, Income Tax, ESI, EPF, Service Tax Authorities, etc.
- f) Deleted.
- g) Employed not less than 30 field level staff (non- administrative) to render similar services at clients' locations in Chennai(either single location or multiple locations) any time during last three years. (EPF/ ESI returns to be furnished as supporting evidences.)
- h) Minimum Annual Turnover of **Rs12 LAKH** during any of the last 3 Financial Years i.e. from2014-15to2016-17. (Self-Attested copies of Audited Profit & Loss Accounts and Balance Sheets are to be furnished. Provisional Profit & Loss Accounts and Balance Sheets shall not be considered.)



A. Electrical Maintenance Service:

The following Personnel shall be provided by the Agency -

Sl. No.	Category	No.	Qualification & Experience
1.	Electrician (Skilled)	As per the requirement.	<p>Age Limit: Minimum 23 years & Maximum 40 years as on 31/05/2018</p> <p>Qualification:-1-ITI (Electrical) with 5 years' experience / Diploma in Electrical Engineering with 3 years of working experience</p> <p>2- Should have valid C license.</p> <p>Working Experience: Maintenance & Management of electrical installation including HT lines and Knowledge in Air-Conditioning System, DG Set and Solar electrical systems, and UPS.</p> <p>Working Hour: 24 hours in all days including holidays Shift timing : 8hrs per shift</p>
2	Helper (Unskilled)		<p>Age Limit: Minimum 18 years & Maximum 30 years as on 31/05/2018</p> <p>Educational Qualification: Not Essential</p> <p>Experience: Not essential.</p> <p>Working Hour: 24 hours in all days including holidays Shift timing : 8hrs per shift</p>

The scope of work is as follows -

- a) To manage all electricity related works of NCSCM and ensure that all electricity related functionalities perform perfectly for all days including holidays on 24 hours basis.



- b) Operation of all Air-Conditioners (ACs) including centralized units, Fans, DG Set, Solar Panel etc.
- c) Maintenance and management of all electrical equipment, panel boards, electrical wiring, power control rooms, lighting, **all earth points** etc and interaction with the **electrical department and Anna University** as and when required.
- d) To constantly co-ordinate with the related equipment maintenance Contractors for DG Set, ACs, UPSs, **including batteries** etc. and get the servicing done by them.
- e) During breakdowns, the electrical staff should immediately rectify the problem or contact the respective equipment maintenance Contractors, if any, for attending the breakdown.
- f) To check the functioning and ensure proper working of panel boards, wiring fuses, cables, DG Set, UPSs, ACs(including centralized units), Fans, Neon Signboards, etc. regularly and maintain record of the functioning.
- g) To procure diesel, etc. for functioning of DG Set in emergency. However, the same would be reimbursed to the Firm on submission of claim.
- h) Liaison with Electricity Department and Anna University, for all general electrical works and in various aspects of the new work/ annual inspection, etc.
- i) Periodical servicing of pump sets, electrical motors.
- j) Laying of PVC casing, capping, cables, wiring and all other electrical works including replacement of tubes, lamps and other accessories. However, spare parts would be provided by NCSCM.
- k) All electrical works in the Office premises need to be attended to.
- l) Any other item not included above, but required for ensuring uninterrupted and smooth electrical management & maintenance services at NCSCM.

B. Plumbing Service

The following Personnel shall be provided by the Agency -

Sl. No.	Category	No.	Qualification & Experience
---------	----------	-----	----------------------------

			Age Limit: Minimum 18 years & Maximum 40 years as on 30/06/2017
1.	Plumber (Skilled)	As per require ment	Educational Qualification: 8 th standard pass or above, Experience: Minimum 3 years in similar work Working Hour: 24 hours in all days including holidays Shift timing : 8 hrs per shift

The scope of work is as follows –

- a) Attending blockage of drain pipes, gully traps and manholes, water supply, Sanitary Storm Drainage & Sewage Disposal work.
- b) Plumbing related maintenance work of pump house.
- c) Attending the leakage from taps and valves, sanitary fixtures, fixtures for water supply, etc.
- d) Occasional replacement of water supply fittings/ sanitary fixtures.
- e) Periodical cleaning of overhead tanks, underground tanks, etc. The dates of cleaning are to be painted on the surface.
- f) Changing of oil in motor pumps, greasing of pumps/blowers, replacing of gland ropes to pumps, etc.
- g) Pumping of Supply/ Bore well water to the sump, pumping of water from sump to overhead storage tank. Maintaining of minimum water level in the sump and overhead storage tank. Uninterrupted supply of water from overhead storage tank to the kitchen, toilets, etc.
- h) Liaison with the concerned Authority in respect of issues related to water supply and ensure regular water supply.
- i) Liaison with the concerned Authority in respect of issues related to sewerage.
- j) To attend all the complaints related to water supply, plumbing works, sanitary systems and allied works in the office premises.
- k) To attend to leakage of water from all the water sources plumbing lines, sanitary / plumbing fittings / fixtures, etc. and replacement/ rectification of all the plumbing and sanitary fittings/ fixtures, wherever necessary.
- l) Rectifying the defects and refitting/ replacing the existing bib cocks, stop cocks, sink cocks, pillar cocks, gate valves, flush valves, plungers, washers, water supply inlet and outlet connections, ball cocks, showers, geyser lines, water

coolers/purifiers lines, wash basins, flush tank, urinal pots, commodes and any other works related to plumbing and sanitary works.

- m) Re-fixing of loose fixtures and fittings including supporting brackets such as wash basins, sinks, flushing cistern, drain boards and any other fixtures and fittings including removal of existing fittings/ fixtures without causing any damage.
- n) All water storage sumps and overhead tanks shall be cleaned at least once in a quarter or as may be instructed by NCSCM.
- o) Removing the chokes and cleaning of drinking water pipelines, bore well water lines, etc., for smooth functioning of water supply systems.
- p) Removing the chokes and cleaning of manholes, pipelines, chambers, gully traps, bottle traps, kitchen sinks, wash basins, urinals, water closets, bidets, gutters, underground sewer lines, storm water drains, waste and soil water pipes, etc of the entire campus for smooth functioning of sewerage system.

2.2 Responsibilities of the Service Provider

Following are the responsibilities of the Agency (Service Provider) –

A. Electrical Maintenance Service:

- a) Ensure uninterrupted Electric Supply in the NCSCM premises for all days including holidays for 24 hours.
- b) Attend regularly to all complaints lodged / indicated in the Complaint Register after registration of the complaint.
- c) Replace all defective components and keep proper records for the same.
- d) Arrange periodic maintenance of all Equipments and Installations.
- e) Maintain proper record of the complaints received, complaints attended with the date and time of attending the complaints, spares replaced and User remarks.
- f) Maintenance of records of the works done and due.
- g) Furnish routine / periodic records about Maintenance, Condition of the Equipment and inform to the Officer in-Charge about the corrective/ Preventive steps other than those covered under routine maintenance.
- i) Co-ordinate and liaison with various Authorities like Electricity Department, etc., on behalf of NCSCM and do all the needful under intimation to NCSCM to provide uninterrupted supply of electricity in the campus.
- j) Abide by and observe the Rules/ Regulations and safety measure in force with regard to repair and maintenance of equipments and installations systems covered under this award and the Agency shall be responsible for the same.
- k) Keep NCSCM indemnified from any penalties or litigation arising due to non-compliance of any rule/regulations in discharge of the responsibilities.
- l) Responsible for any damage/ loss caused to the property of NCSCM or any third party due to failure in discharging its responsibilities under this Contract.



Negligence of the Agency shall make good all such damages/ losses to the fullest satisfaction of NCSCM so affected.

- m) Keep proper record of the consumables issued/ supplied by NCSCM to the Agency for replacement. The replaced items/ consumables will be returned to NCSCM.
- n) On completion of the Contract, the Agency will have to hand over all the equipments and Installations in perfect running condition.
- o) Responsible for proper and consistent functioning of all electrical items being used by NCSCM.
- p) In case any electrical equipment goes out of order, the repair should be carried out by the Agency in the premises of NCSCM and the same will be allowed to be done in the Workshop of the Agency only with prior permission of NCSCM.
- q) **All Tools, accessories including ladder necessary for repair & maintenance, shall be arranged by the Agency at its own expense.**

B. Plumbing Service

- a) Ensure uninterrupted Water Supply in the Office premises.
 - b) Attend regularly all complaint lodged / indicated in the Complaint Register after registration of the complaint.
 - c) **Replace all defective components and keep proper records for the same and return to NCSCM.**
 - d) Arrange periodic maintenance of all Equipments and Installations.
 - e) Maintain proper record of the complaints received, complaints attended with the date and time of attending the complaints, spares replaced and User remarks.
 - f) Maintenance of records of the works done and due.
 - g) Furnish routine / periodic records about Maintenance, Condition of the Equipment and inform to the Officer in-Charge about the corrective/ Preventive steps other than those covered under routine maintenance.
 - h) **Co-ordinate and liaison with various Authorities like Water Works Department, local bodies, Anna University etc., on behalf of NCSCM and do all the needful under intimation to NCSCM to provide uninterrupted supply of water in the campus.**
 - i) Abide by and observe the Rules/ Regulations and safety measure in force with regard to repair and maintenance of equipments and installations systems covered under this award and the Agency shall be responsible for the same.
 - j) Keep NCSCM indemnified from any penalties or litigation arising due to non-compliance of any rule/regulations in discharge of the responsibilities.
 - k) Responsible for any damage/ loss caused to the property of NCSCM or any third party due to failure in discharging its responsibilities under this Contract.
- Negligence of the Agency shall make good all such damages/ losses to the fullest satisfaction of NCSCM so affected.



- l) Keep proper record of the consumables issued/ supplied by NCSCM to the Agency for replacement. The replaced items/ consumables will be returned to NCSCM.
- m) On completion of the Contract, the Agency will have to hand over all the equipments and Installations in perfect running condition.
- n) All Tools accessories including ladder, shall be arranged by the Agency at its own expense.**

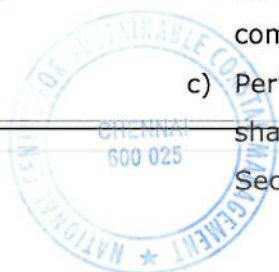
2.3 Responsibilities of the NCSCM Management:

The responsibilities of the management shall include:

- a) Provide space for safe storage and issue of consumables, uniforms, maintenance of records and place of sitting for Supervisors (deputed by the contractor).
- b) Clearly define the cleaning area, frequency and method of cleaning for respective locations, etc.
- c) Co-operate with the deployed staff for smooth conduct of the assignments by the contractor.
- d) Directly supervise the cleaning staff while carrying out cleaning in critical/sensitive areas like computer room, office room, etc. to avoid unwanted situations including damages, interruption, accident, etc.
- e) Develop log book, control sheet, checklist for documentation, regular monitoring and quality assurance, review and approval of Standard Operating Procedures(SoP) submitted by the contractor.
- f) Spares and accessories & Consumables will be provided by NCSCM. However, the agency will give a details requirement with its technical details, so that the same can be procured well in advance and kept in NCSCM store for hassle free repair and maintenance.**

2.4 Bid Security /Earnest Money Deposit (EMD), and Performance Security

- a) The bidder shall submit along with the Technical Proposal, **EMD of Rs1,00,000 / (Rupees One lakh Only)**- in form of Demand Draft/ Pay Order/ Fixed Deposit Receipt in favour of Director National Centre for Sustainable Coastal Management, payable at Chennai. **The bidders can also submit EMD by way of Bank Guarantee(BG) as per NCSCM format attached in Annexure-5 , from any schedule commercial banks in India. The BG needs to be valid for a period of 135 days from the date of bid submission.**
- b) The EMD of the unsuccessful bidders shall be returned once the successful bidder deposits the Performance Security and signs the Contract. In case of the successful bidder, the EMD shall be adjusted towards Performance Security and the Performance Security shall be returned within 60 days of successful completion of the contract period.
- c) Performance Security shall be 5% of annual contract value. The successful bidder shall deposit the balance amount (after adjustment of EMD) towards Performance Security in the form of Demand Draft (DD)/ Pay Order (PO)/ FDR in favour of



Director National Centre for Sustainable Coastal Management., payable at Chennai within 21 days of notification of award after which contract will be executed. **(Annexure 4). Performance Security can also be submitted through Bank Guarantee(BG) drawn in any schedule commercial bank in India as per the format attached in annexure-5. The BG submitted needs to be valid for a period of beyond 60days from the contract period.**

- d) **EMD is exempted for the agencies registered with SSI/MSME. For the purpose of claiming EMD exemption, agencies/Firms has to submit documentary proof acceptable to NCSCM. In the absence of documentary proof, bid will be rejected.**

2.5 Payment & Price Validity

- a) The Agency shall be paid on monthly basis as per the contracted rate. The price shall be all-inclusive including the cost of manpower, consumables, equipment and management. Payment shall be made only against the claims for the actual services delivered.
- b) While the bill for 1st month shall be paid after submission of bill for the month. Payment from the 2nd month onwards shall be made subject to production of documentary evidence of having made all statutory payments such as PF, ESI, etc. for the previous month. **All disbursements to the services deployed shall be made only through direct bank credit by opening of "ZERO "bank balance account and issue of ATM cards free of charges.**
- c) The price as quoted by the Agency (as per **Annexure 2**) shall remain unchanged in the first year of operation. There shall be a price escalation of **10% on the quoted rate for each successive year of successful operation.**
- d) Tax, if any, shall be paid at the applicable rate FROM TIME TO TIME.

2.6 Period of Engagement

- a) The engagement shall be for a period of one year from the date of actual operation (beginning of service) or signing of contract whichever is later.
- b) The contract may be renewed for a further period of two years on year to year basis on the same terms and conditions subject to satisfactory performance of the Agency and with the mutual consent of both the parties. **The contract may however be terminated at any time during the contract period with two months notice by either party.**
- c) The agency shall sign the contract (Format given in **Annexure 4**) and start providing services (actual engagement of personnel) within 21 days of issue of Letter of Award/Intimation.

2.7 Termination /Suspension of Agreement

- a) ~~The contract can be terminated at any time prior to its completion by either Party with two months of notice period.~~



- b) The NCSCM may, by a notice in writing suspend the agreement if the service provider fails to perform any of his obligations including carrying out the services, provided that such notice of suspension:
- (i) Shall specify the nature of failure, and
 - (ii) Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
- c) The NCSCM after giving 30 days clear notice in writing expressing the intension of termination by stating the ground/grounds on the happening of any of the events (i) to (iv) below, may terminate the agreement after giving reasonable opportunity of being heard to the service provider.
- (i) If the service provider do not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the Management (NCSCM) have subsequently approved in writing.
 - (ii) If the service provider becomes insolvent or bankrupt.
 - (iii) If, as a result of force majeure, the service provider is unable to perform a material portion of the services in a period of not less than 60 days: or
 - (iv) If, in the judgment of the Management of (NCSCM), the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

2.8 Detail of Office Premises

- a) Total indoor floor area including office rooms, common area, conference hall, reception / waiting area, store, restroom, toilet, security room, Central Warehouse, approach roads etc. is 1.50 lakhsq ft.(approximately).
- b) However, interested bidders are requested to visit the office premises of (NCSCM) to assess the actual floor area, outdoor workload including internal road, lawn, parking area, rest shed, etc., preferably on the day of the pre- bid meeting.

3. Instructions to Bidders

3.1 Submission of the Proposal

- a) The proposal shall be submitted in a sealed envelope with clear inscription as **"PROPOSAL FOR MEP SERVICES, RFP REFERENCE NO. 5/3/2018-Proc on top of it before due date and time.**
- b) The Proposal shall be in two parts i.e. Cover-A and Cover-B. "Cover-A" shall contain the Technical Proposal and "Cover-B" shall contain the Financial Proposal.
- c) Technical and Financial Proposal shall be submitted separately in sealed covers with clear inscription as **"TECHNICAL/ FINANCIAL PROPOSAL; RFP REFERENCE NO 5/3/2018-Proc on top of respective covers and both the sealed envelopes shall be sealed in a third envelop with required**



inscription on it as mentioned in Clause (a) above.

- d) The Proposal shall remain valid for a period not less than 90 days after the last date of submission of RFP.

3.2 Contents of the Proposal

- a) The technical proposal in addition to proof of eligibility shall contain:
1. All the information, documents and clarifications as required under **Annexure 1 & ToR**.
 2. EMD (in form of DD/PO/FDR) and RFP Document Cost (in form of DD/PO), wherever applicable.
 3. Copy of the RFP Document signed on every page by the duly authorized Signatory.
 4. Authorization Certificate issued by the Agency for the Signatory signing the Documents submitted to NCSCM for this Tender.
- b) The Financial Proposal shall be submitted in the format given in **Annexure 2**.

3.3 Evaluation and Selection

- a) The proposals shall be evaluated in two stages i.e. technical evaluation and financial evaluation.
- b) The Financial Proposals shall be opened of those bidders who will qualify in the technical evaluation.
- c) The qualifying score in technical evaluation for the financial opening is 20 out of total score of 50. Format for evaluation is given in **Annexure-3**.
- d) Financial Proposals shall be opened in the presence of the technically qualified bidders' representatives, who choose to attend in person at the address given below-

**NATIONAL CENTRE FOR SUSTAINABLE COASTAL MANAGEMENT
MOEF&CC, GOI
KODAL BUILDING, ANNA UNIVERSITY CAMPUS
CHENNAI 600025, TAMILNADU**

Date of Opening of Financial Proposals shall be communicated to the technically qualified bidders.

- e) For financial evaluation, Price excluding Tax shall be taken into consideration.

3.4 Award of Contract

- a) Contract shall be awarded to the bidder whose bid has been determined to be substantially responsive and who has offered the lowest evaluated bid price.
- b) In case two technically qualified bidders quote the same lowest price, the bidder with the higher mark in the technical bid shall be awarded the contract.
- c) Any effort by a bidder to influence NCSCM in its decision on bid evaluation or



placement of Work Order may result in rejection of the bidder's offer.

d) Any legal dispute arising out of this is subject to CHENNAI jurisdiction only.

4. Special Conditions of Contract

- a) The deployed Staff must be skilled and competent with requisite physical fitness. The contractor shall issue an appointment order to the manpower deployed.
- b) The deployed Staff should carry out the works assigned to them with due sincerity, diligence, efficiency & punctuality.
- c) The Personnel deployed by the Agency should not have any Police records/criminal cases against them.
- d) NCSCM may advise the Agency to disengage any of its staff from service, with 24 hours prior intimation, in case the management of NCSCM found any negligence on the part of that particular staff.
- e) The Agency shall be totally responsible for the conduct of the personnel engaged for the service and the management shall not be responsible for their conduct at any point of time.
- f) In case of any damage/ pilferage caused to the property of NCSCM due to mishandling, carelessness of the Agency or its personnel then the same shall be recovered from the Agency adjusting the amount against their monthly bill or any suitable other modes.
- g) The persons deployed shall, during the course of their work, may have access to classified documents, which they are not supposed to divulge to third parties. Any breach of this condition shall make the Agency as well as the person deployed shall be liable for penal action under the applicable laws besides, action for breach of contract.
- h) The Management shall provide suitable space to the Agency for storage of tools, equipment, chemicals and consumables required for the services and safe custody of all such materials will be Agency's sole responsibility.
- i) All the personnel engaged for the service shall be covered under insurance against any personal accident by the Agency and the NCSCM shall not be liable for any payment on account of compensation. Agency has to provide copy of the insurance document within one month after deployment of manpower.
- j) The Agency shall maintain all statutory registers under the law and shall produce the same, on demand, to NCSCM or any other statutory authority.
- k) The Agency shall also be liable for depositing all taxes, levies, cess, etc. on account of service rendered to NCSCM with the concerned tax collection authorities, from time to time, as per the applicable rules and regulations. The Agency shall have the responsibility to furnish documentary evidence in support of the statutory compliance to NCSCM, as and when sought for.
- l) The Tax Deducted at Source (TDS) shall be done as per the provisions under Income

Tax Act and NCSCM shall provide TDS certificate to the Agency.

- m) The Agency shall be solely responsible for compliance of all statutory provisions like payment of minimum wages to the personnel deployed, ESI, Insurance, PF, etc. NCSCM shall have no liability in this regard.
- n) The NCSCM shall not be held responsible for any statutory non-compliance on the part of the Agency with respect to the Labour Laws including PF, ESI, Workman Compensation, Insurance, Minimum Wages Act, Labour Safety, etc. Or otherwise. And in no circumstances, the NCSCM shall be made a party to it in case of any dispute arising out of such non-compliance.
- o) In case of non-performance, part performance or non-adherence of the statutory obligations due to negligence on part of the Agency, penalty would be imposed by the NCSCM proportionate to the extent of default/non-compliance.
- p) NCSCM shall not be responsible for any financial loss or any **injury including death** to any person deployed by the Agency in the course of their performing the functions/duties, or for payment towards any compensation.
- q) The persons deployed by the Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees of NCSCM during the currency or after expiry of the Contract. **It is to be explicitly understood that the manpower deployed by the agency, shall remain as manpower of the agency and NCSCM SHALL HAVE NO LIABILITY WHATSOEVER ON THE MANPOWER SO ENGAGED.**
- r) In case of termination of this Contract on its expiry or otherwise, the persons deployed by the Agency shall not be entitled to and will have no claim for any absorption in the regular/ otherwise capacity in NCSCM. **It is to be explicitly understood that the manpower deployed by the agency, shall remain as manpower of the agency and NCSCM SHALL HAVE NO LIABILITY WHATSOEVER ON THE MANPOWER SO ENGAGED.**
- s) The persons deployed by the Agency shall not claim any benefit/ compensation/ absorption/ regularization of services with Office under the provision of Industrial Disputes Act., 1947 Or Contract Labour (Regulation & Abolition) Act, 1970 or any other Act/Rules. **It is to be explicitly understood that the manpower deployed by the agency, shall remain as manpower of the agency and NCSCM SHALL HAVE NO LIABILITY WHATSOEVER ON THE MANPOWER SO ENGAGED.**
- t) The transportation, food, medical and other statutory requirements in respect of each personnel deployed shall be the responsibility of the Agency, not of NCSCM.
- u) The Agency shall provide a suitable substitute well in advance if there is any probability of the person leaving the job due to his/ her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the ~~responsibility of the Agency.~~
- v) The agency shall communicate to the Director NCSCM, the name, residential address,

age, etc of each of the persons deployed by him.

- w) The personnel of the agency shall be subject to the security check and restrictions imposed by NCSCM, Chennai.
- x) The contractor should under no circumstances engage any child or any person below the age of 18 for the performance of the work.
- y) Manager HR/Admin of NCSCM, or any other officer so nominated by NCSCM from time to time, will be the Officer in Charge(O-i-C) of NCSCM to oversee the entire operation of the agency . The agency shall execute the whole and every part of the work in accordance with the direction and supervision of the O-i-C and in conformity with the terms and conditions of the contract.
- z) Agency shall not assign or subcontract the work in whole or in part to anybody else.
- aa)The agency has to submit a detailed report on the method of operation for each maintenance work to the O-i-C.
- bb)The house keeping materials used must be of ISI or equivalent standard and good quality acceptable to NCSCM. The materials should be brought to NCSCM at the beginning of every month and should be available for inspection.
- cc) Safety of the manpower should be taken care and necessary safety tools and gadgets to be provided by the agency and also should adhere to the safety procedures while on duty.
- dd) The agency shall maintain the attendance register for all the services deployed at NCSCM and submit the same to the O-i-C everyday for verification. **In addition to this the services are required to register their attendance in the Bio-metric attendance system maintained at NCSCM.**
- ee)The services should strictly adhere to the places to be earmarked for their lunch breaks. No refreshments will be provided for the services.
- ff) The services should not accept any jobs directly from the NCSCM staff. They should follow the instructions of O-i-C.
- gg)The agency should make necessary arrangements for first aid facility to their services. They should also make necessary arrangements for the transportation of services to the hospital during emergencies.
- hh)It shall be the sole responsibility of the agency to prevent theft or damage to the property and assets-movable and immovable-of the NCSCM by the services engaged by the agency. If there is any loss to the NCSCM on account of dishonesty, connivance and /or due to any such cause attributable to such services, the agency shall make good the loss to the NCSCM.

ii) The staffs deployed should come in uniform.

5. Penalty Clauses

1. In case the contractor fails to commence/ execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract, the Employer reserves the right to impose the penalty as detailed below:

- a. 2% of cost of order/ agreement per week, up to 2 weeks delays.
- b. After 2 weeks delay, the Employer reserves the right to cancel the contract and withhold the agreement and get this job be carried out from other contractor (s) from open market at the competitive rates. The defaulting contractor will be blacklisted for a period of 2 years and the difference amount, if any, will be recovered from the defaulting contractor by forfeiting the Performance Security deposited by the contractor.

2) For any breach of contract, NCSCM shall impose a penalty @ Rs. 500/- per day will be levied in addition to the expenditure incurred by NCSCM for getting the said work done through some alternative arrangements, only on the first occasion upon the agency in the event of breach, violation or contravention of any of the terms and conditions contained herein brought to the notice of NCSCM.

3) If the lapse is repeated, the extent of penalty will be doubled on each such occasion. Some of the instances in which penalty would be imposed are enumerated below, but these are not exhaustive and penalty may be imposed on any violation/ breach or contravention of any of the terms and conditions as well as assigned duties and responsibilities-

a) If the personnel working are not found in proper uniform and not carrying their photo identity cards.

b) If the personnel working are found indulging in smoking/ drinking/ sleeping during duty hours.

c) If the behaviour of the deployed personnel (s) are found to be discourteous to any official of NCSCM.

d) If any person is found performing duty by submitting a fake name and address.

e) If any person is found on duty other than that mentioned in the approved list provided by the Agency to NCSCM.

4).In case of any loss/ theft of NCSCM's property or stains on the floor/ wall, or any other damage the NCSCM will consider the circumstances and if the responsibility is fixed on the Agency, NCSCM will make good the losses by deducting the cost of loss from the Performance Security Deposit of the Agency or next month's bill of the Agency in one or more instalments.

5).If the agency could not provide the services as per the terms of the contract liquidity damages @ 0.5% of annual value of the contract will be deducted for every day of deficiency in performance subject to a maximum of 10% of annual value of contract. This will be in addition to the recoveries for non performance of contract terms stipulated clause no 5.1,5.2, and 5.3 above.

6-Dispute Resolution Mechanism:

a) All claims, disputes and other matters in question arising out of or related to this contract, which cannot be resolved amicably, shall be submitted to final and binding arbitration.

b) ~~The arbitration will be conducted and administered in accordance with the Indian~~ Arbitration and Conciliation Act 1996. The arbitral tribunal shall comprise of 3(three) arbitrators nominated as provided hereinafter. The Service provider and the client

shall each nominate one (1) arbitrator and the third arbitrator shall be selected by mutual agreement of the first two arbitrators.

- c) All arbitration proceedings shall be conducted in the English language and the place of arbitration shall be Chennai. The arbitral tribunal shall decide any dispute or claim referred before it, strictly in accordance with the governing law (which shall be Indian law). The arbitral award rendered by the arbitral tribunal shall be in writing and shall set forth in reasonable details the facts of the disputes and the reasons for the arbitrators' decision.

7. Governing Law:

This bid shall be governed by and interpreted in accordance with laws in force in India.

8. Force Majeure: Neither the NCSCM nor the agency shall be considered in default in performance if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of any government action or of any act of God or of any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected.

ANNEXURE 1: Profile of the Applicant

(To be furnished along with the Technical Proposal Cover "A")

Sl. No.	Particulars	Details
1.	Name and Address of the Bidder	
2.	Constitution and Date of Incorporation/ Registration (Self-attested copy of Certificate of Incorporation/ Registration to be enclosed)	(NGO/Partnership Firm/Company/Others) Date.....
3.	Name, designation, contact no. and address of the Contact Person/ Local Representative	
4.	Financial position and operational results for last three financial years (from 2013-14 to 2015-16)	Self-Attested copies of Audited Profit & Loss Accounts and Balance Sheets are to be attached. Provisional Profit & Loss Accounts and Balance Sheets shall not be considered.

5.	Number of field level staff engaged at the client locations to render facility management service (Refer Eligibility Clause 2.1 d)	<ol style="list-style-type: none"> 1. Supervisory Staff(Field) 2. Service & SupportStaff <p>To be supported by latest PF/ESI/TDS return filed with the respective Authorities.</p>
6.	<p>Years of experience in similar line of activity along with the list of clients to whom similar service has been provided in last three years</p> <p><i>Separate list to be furnished for Govt. /</i></p>	<ol style="list-style-type: none"> 1. Name of Client 2. Date of Contract 3. Duration of Engagement 4. Contract Value 5. Contact Status (Completed/Ongoing)



	<i>Public sector and private sector clients. Private sector clients of more than Rs30lakh lakhs of annual contract value to be included.</i>	
7.	Registration/empanelment details with different authorities	(i) Authority(s): (ii) Date of Registration
8.	License to engage in the business of Pvt. Security Agency issued by competent Authority	Furnish photocopy of License issued by competent Authority
9.	Plan for execution	(i) Manpower Planning (ii) Monitoring (iii) Quality Assurance
10.	Details of make, model, brand and quality of tool, equipment and consumables to be used	Item wise details to be furnished IN A SEPARATE SHEET
11.	Any other details the applicant would like to furnish (Example: Awards & Accreditations)	

Note:

- (i) Information to be furnished in separate sheet wherever necessary.
- (ii) In case of documents, they shall be self attested photocopies.

Date:

Signature & seal

Place:



ANNEXURE 2: FINANCIAL PROPOSAL

Name and Address of the Bidder: Price

Details:

Sl. No.	Particulars	No.	Rate per Person per Month (Excluding Tax) (Rs.)	Monthly Cost (Excluding Tax) (Rs.)	Annual Cost (Excluding Tax) (Rs.)
		(a)	(b)	(c=a x b)	(d = c x 12)
A.	MEP Services				
1	Manpower Cost				
2	Tools & Equipment Cost				
3	Other Costs, if any (Pl. specify)				
	Sub-Total of A (1+2+3)				
B.	TAX				
1.	CGST (Rate-_____%)				
2.	SGST(Rate_____%)				
3.	IGST(Rate_____%)				
4.	Others if any				
	Total of B (1+2+3+4)				
C.	PRICE INCLUDING TAX(H+I)				

Total Price Excluding Tax: Rs.....(in words.....) only

Note: Pl. mention the % of Service Tax as applicable and on which charges it is applicable. Also, the details of Other Taxes, if any, are to be mentioned.

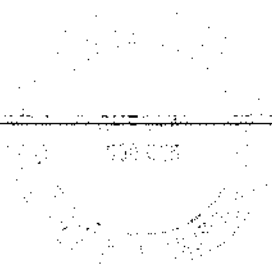
Date:

Place:

Signature with Seal

ANNEXURE 3: Standard Format for Evaluation of Technical Proposal

Name & Address of the Bidder:				
(For office use only)				
Sl. No.	Criteria	Maximum Marks	Marks Obtained	Remarks
1.	Constitution of the Applicant: a) Registered Company: 5Marks b) Society/Partnership Firm/Others: 3Marks	5		
2.	Years of Business Experience : a) Between 3 to 5 years: 5marks b) Between 6 to 9 years: 7marks c) Above 10 years: 10marks (To be calculated from date of incorporation/ registration for e).	10		
3.	Average no. of field staff employed in Chennai: a) Between 130 to 150: 2marks b) Between 151to 170 : 3marks c) Above 171 5marks	5		
4.	Market Presence(Years in Chennai) a) Years in Chennai 1 year: 2 marks b) Year In Chennai 2 to 5 year: 6 mark c) 5 year and above 10 marks	10		
5.	Category of Services Provided (last three years i.e. 2013-14 , 2014-15& 2015-16): a) Three Category : 4marks b) Above three :10marks	10		
6.	Annual Turnover (last three Financial Years i.e. 2013TO2016) a) Above Rs.50 lakh: 4marks b) Above Rs. 75 lakh 7marks c) Above Rs.100lakh:10marks	10		
Total		50		



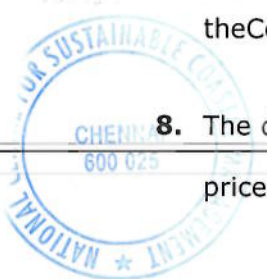
ANNEXURE 4: FORMAT FOR AGREEMENT

AGREEMENT

1. An agreement made this.....day of 2016 BETWEEN National Centre for Sustainable Coastal Management (NCSCM), Chennai hereinafter called "**1st Party**") of the one part AND **<insertnameandaddressoftheserviceprovider>**(hereinafter called "**2nd Party**", which expression shall, where the context so admits, be deemed to include his heirs/ successors/ executors/ administrators) of the other part.
2. Whereas the 2nd Party has been selected by NCSCM through an open tender issued vide Reference No.....dated, and accordingly the letter of award was issued vide No.....dated..... inviting to execute the contract.
3. And whereas the 2nd Party agreed to provide facility management services in the registered office premises of NCSCM at Chennai as per the provisions in the RFP document.
4. And whereas the 2nd Party has deposited the performance security of Rsafter adjusting the EMD amount submitted earlier along with the technical proposal vide.....

NOW THESE PRESENT WITNESSES AS FOLLOWS:

5. The following documents shall be deemed to form and be read and constructed as integral part of this Agreement, viz.:
 - a) RFP Terms of Reference;
 - b) Submissions and Declaration as part of the Proposal submitted;
 - c) Notification of Award issued by the Authority.
 - d) Special Conditions of Contract
6. In consideration of the payments of Rs.....(in words.....) per month to be made by the 1st Party to the 2nd Party, the 2nd Party hereby covenants with the 1st Party to provide the agreed Services in all respects as per the provisions of this Contract.
7. The 1st Party hereby covenants to pay the 2nd Party in consideration of the provision of the agreed facility management services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.
8. The description of the services to be rendered by the 2nd Party under this contract and their prices as offered by the 2nd Party and accepted by the 1st Party are as under:



<Insert the price bid submitted by the Agency>

9. PRICE

9.1 The price shall be **firm and fixed** in the first year of operation. Service tax shall be paid on the monthly fees/charges at the rate as applicable. There shall be an annual price escalation of 5% on successful discharging of service by the 2nd Party.

10. PAYMENT

10.1 The payment shall be made to the 2nd Party on monthly basis.

10.2 While the bill for 1st month shall be paid after submission of bill for the month, payment from the 2nd month onwards shall be made subject to production of documentary evidence of having made all statutory payments such as PF, ESI, etc. for the previous month.

10.3 In case of any deficiency in performance or non-supply of agreed manpower, deduction shall be made proportionately from the monthly fees.

10.4 The 2nd Party shall submit the monthly bill within 1st week of the following month.

11: Dispute Resolution:

11.1. All claims, disputes and other matters in question arising out of or related to this agreement, which cannot be resolved amicably, shall be submitted to final and binding arbitration.

11.2. The arbitration will be conducted and administered in accordance with the Indian Arbitration and Conciliation Act 1996. The arbitral tribunal shall comprise of 3 (three) arbitrators nominated as provided hereinafter. The service provider and the client shall each nominate one (1) arbitrator and the third arbitrator shall be selected by mutual agreement of the first two arbitrators.

11.3. All arbitration proceedings shall be conducted in the English language and the place of arbitration shall be Chennai. The arbitral tribunal shall decide any dispute or claim referred before it, strictly in accordance with the governing law (which shall be Indian law). The arbitral award rendered by the arbitral tribunal shall be in writing and shall set forth in reasonable details the facts of the disputes and the reasons for the arbitrators' decision.

12. Governing Law:

This agreement shall be governed by and interpreted in accordance with laws in force in India.

13. General:

13.1- In the event any of the terms stated herein are contrary to any previous understanding, commitments or agreements whether written or oral between the Parties, the terms of this agreement shall prevail.

13.2- Nothing in this agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this agreement.

13.3- The Service Providers' relationship with the client is that of an independent service provider, and nothing in this agreement is intended to, or should be construed to, create a partnership,

agency, joint venture or employment relationship. The service provider will not be entitled to any of the benefits, which the Client may make available to its employees.

For and on behalf of the Agency

For and on behalf of the Corporation

Authorised Signatory

<Authorized Signatory>

<Name and Address of the Agency>

Date:

Date:

1. Witness

1. Witness

2. Witness

2. Witness

ANNEXURE-5

PERFORMANCE SECURITY BANK GUARANTEE FORM

TO:

.....

.....

.....

WHEREAS..... (Name of the Supplier) hereinafter called "the Supplier" , has undertaken, in pursuance of Contract to supply..... (Description of equipment and services) hereinafter called "the Contract"

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a national/scheduled Bank located in India for the sum specified therein as security for compliance of the Supplier's performance obligations in accordance with the Contract.



AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier up to a total of Rs.....(in figures) (in words) (Amount of Guarantee) and we undertake to pay you up on your written demand declaring the Supplier to be in default under the Contract and without cavil or argument any sum or sums within the limit of Rs. (Amount of Guarantee) without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until the day of 201...

Date

Signature and seal of Guarantors

Address:.....

.....



NATIONAL CENTRE FOR SUSTAINABLE COASTAL MANAGEMENT

Ministry of Environment, Forest & Climate Change, Government of India

POINTS CHANGED / CLARIFIED TOWARDS MEP SERVICES TENDER DOCUMENT

NCSCM Clarifications to the queries raised by prospective bidders in the Pre Bid Meeting Dated 11/06/2018, at 2:30pm

S. NO.	ITEM NO	DETAILS AS PER CONTRACT	QUERY RECEIVED	CLARIFICATIONS	Remarks
1	A. 1.	Electrician	Prospective bidder asked to clarify, the skill level of Electrician	Skilled	Please see the final bid document hosted in the website, ncscm.res.in
2	A. 1.	Electrician	Prospective bidder asked to clarify, the shift timing, whether, 12hours shift or 8 hrs shift to be quoted?	8 hrs. Per Shift	Please see the final bid document hosted in the website, ncscm.res.in
3	A. 2.	Helper	Prospective bidder asked to clarify, the skill level of Helper	Un Skilled	Please see the final bid document hosted in the website, ncscm.res.in
4	A. 2.	Helper	Prospective bidder asked to clarify, the shift timing, whether, 12hours shift or 8 hrs shift to be quoted?	8 hrs. Per Shift	Please see the final bid document hosted in the website, ncscm.res.in



Anna University Campus, Chennai 600 025. India
Phone (+91) 44 22200600 Fax (+91) 44 22200700

www.ncscm.res.in



NATIONAL CENTRE FOR SUSTAINABLE COASTAL MANAGEMENT

Ministry of Environment, Forest & Climate Change, Government of India

POINTS CHANGED / CLARIFIED TOWARDS MEP SERVICES TENDER DOCUMENT

NCSCM Clarifications to the queries raised by prospective bidders in the Pre Bid Meeting Dated 11/06/2018, at 2:30pm

S. NO.	ITEM NO	DETAILS AS PER CONTRACT	QUERY RECEIVED	CLARIFICATIONS	Remarks
5	Scope of work - C	electrical wiring, power control rooms, lighting	Prospective bidder asked, whether, earth points maintenance is included or not?	Maintenance and management of all electrical equipment, panel boards, electrical wiring, power control rooms, lighting, all earth points etc and interaction with the electrical department as and when required.	Please see the final bid document hosted in the website, ncscm.res.in
6	2.1 - B	Plumber	Prospective bidder asked to clarify, the skill level of Plumber	Skilled	Please see the final bid document hosted in the website, ncscm.res.in
7	2.1 - B	Plumber	Prospective bidder asked to clarify, the shift timing, whether, 12hours shift or 8 hrs shift to be quoted?	8 hrs. Per Shift	Please see the final bid document hosted in the website, ncscm.res.in



Anna University Campus, Chennai 600 025, India
Phone (+91) 44 22200600 Fax (+91) 44 22200700

www.ncscm.res.in



NATIONAL CENTRE FOR SUSTAINABLE COASTAL MANAGEMENT

Ministry of Environment, Forest & Climate Change, Government of India

POINTS CHANGED / CLARIFIED TOWARDS MEP SERVICES TENDER DOCUMENT

NCSCM Clarifications to the queries raised by prospective bidders in the Pre Bid Meeting Dated 11/06/2018, at 2:30pm

S. NO.	ITEM NO	DETAILS AS PER CONTRACT	QUERY RECEIVED	CLARIFICATIONS	Remarks
8	2.2 - A (q)	g Kit, Fuse Wire, Selling Compound, etc. sha	Bidders asked for detailed clarification on the point	for repair & maintenance, sha	Please see the final bid document hosted in the website, ncscm.res.in

Director

National Centre for Sustainable Coastal Management
Ministry of Environment, Forest and Climate Change
Government of India, Anna University Campus
Chennai - 600 025, India



Anna University Campus, Chennai 600 025, India
Phone (+91) 44 22200600 Fax (+91) 44 22200700

www.ncscm.res.in

