

No.4/425/DT/2022-23/ND BeachCleaning/615

Dated: 01/10/2022

TENDER NOTICE

On behalf of the President of India, the Director of Tourism, DNH & DD, hereby invites E-Tenders for the below mentioned works through on-line on www.ddtenders.gov.in from the eligible agencies. The Tender is also available on www.daman.nic.in.

1)	Name of work	:	Selection of agency for cleaning & maintenance of beach from Entire Nani Daman Jetty to Devka Beach, Nani Daman (till Airframe junction Opp. Hotel Sandy resort) including road, footpath, parking area, area near environ and accesses through the beach by removal of organic and inorganic wastes, all foreign materials, weeds, garbage etc. using mechanised machine/ equipments etc. including transportation, storing, proper disposal at dumping site and maintain cleanliness throughout the day.
2)	Tender Fee	:	Rs. 3,000/- (Rupees Three Thousand Only) In form of DD
3)	Earnest Money Deposit	:	Rs.4,00,000/- (Rupees Four Lakh only) in the form of FDR
4)	Important dates		
	Date and Time for downloading of tender document	:	01/10/2022
	Pre-Bid Meeting Date & Venue	:	10/10/2022 at 1100 Hrs
	Date and Time for closing of bid (i.e. last date of submission of bid online)	:	18/10/2022 upto 1200 Hrs
	Date and Time for submission of hard copy of the bid	:	18/10/2022 upto 1200 hrs
	Technical Bid opening date	:	18/10/2022 at 1230 hrs
	Financial Bid opening date if possible	:	Will be communicated

The tender documents & other details will be available on <https://ddtenders.gov.in> up to 18/10/2022. Tender notice can also be seen at web site www.daman.nic.in

Submission of tender fees in the form of DD, EMD in the form of FDR and other supporting mandatory documents as mentioned in tender and terms and conditions duly signed in hard copy to the undersigned by RPAD/Speed Post/by hand on or before 18/10/2022 upto 1100 hrs. However tender inviting authority shall not be responsible for any postal delay. The tenders received without EMD, Tender fees in the form of DD and other required document shall be summarily rejected.

The Department reserves the right to reject any or all tenders without assigning any reason and selection shall be at the absolute discretion of the Department and Department decision in this respect shall be final and binding.

Director (Tourism)
DNH & DD

1. ELIGIBILITY CRITERIA

Scope of Application:

The Department of Tourism, Daman wishes to receive applications for Qualification in order to SELECT experienced and capable applicants for the Single Stage (2 Bid System).

Eligibility of Applicants

- (a) The Department of Tourism, Daman invites e-tender to appoint agency for the aforementioned work from the reputed organizations i.e. eminent firm, Proprietary/ Partnership Firms/ Private Limited Companies/ Public Limited Companies/ Companies registered under the Indian companies' act 2013.
- (b) To be eligible for pre-qualification and short-listing, an Applicant shall fulfill the following conditions of eligibility:

2. Technical Capacity

- 1) The tenderer(s) in their own name should have satisfactorily executed works of cleaning of beaches, garden, housekeeping work or any other similar work for any state government/ Central Government/ Government bodies/ PSUs and shall have work order totaling to Rs.2 Crore or more in the preceding four (04) years.
- 2) The agency must have minimum manpower of 100 employees at one time. In respect of the same, the agency is required to submit self - certified copy of Organizational Structure.

3. Financial Capacity

- 1) The Bidder shall have achieved an average financial turnover as certified by 'Chartered Accountant' not less than Rs. 2.5 Crore during the last four financial years.

2) Mandatory Documents to be submitted online:

- a) Company/Firm Registration Certificate
- b) PAN Card and GST Registration etc.
- c) CA Certificate for Cumulative turnover of last four financial years
- d) Proof of Eligible assignments as mentioned in "Technical Capacity"
- e) Certified Copy of Organizational Structure
- f) Copy of Income Tax Return of last four financial years.
- g) Tender document duly signed & stamp with all Annexures (except Annexure for Financial bid)

4. Bid Submission Process

- 1) The mandatory documents specified in this document shall be submitted before the prescribed dates & time online on www.ddtenders.gov.in and physically in the office of the Director (Tourism), Department of Tourism, Paryatan Bhavan, Nani Daman, Daman –396 210, in a sealed envelope super scribed as “Tender for Selection of agency for cleaning & maintenance of beach from Entire Nani Daman Jetty to Devka Beach, Nani Daman.” for Single Stage (2 Bid System)
- 2) Tender Contents:
 - i. Technical Proposal (signed and stamped tender document along with mandatory documents): (**Online and Offline**)
 - ii. Financial Proposal (Note that the bidder shall submit the BOQ and overall cost in the online financial bid only). The financial bid shall be inclusive of all costs (including all taxes and all other expenditure on manpower, machinery, transportation, processing & dumping, erecting of sign boards, dustbins etc.)

5. Bid Parameter

The bidder quoting lowest amount (L1) in the financial bid/BOQ will be the successful bidder and awarded with the work.

6. SCOPE OF WORK:

- 1) The Scope of work of this project is to clean and maintain the beach round the clock from Nani Daman Jetty to Devka Beach, Nani Daman (till Airframe junction Opp. Hotel Sandy resort) including road, footpath, parking area, area near environ and accesses through the beach by removal of organic and inorganic wastes, all foreign materials, weeds, garbage etc. using walk behind garbage cleaning machine, litter picker machines/ tools/ equipment etc. including transportation, storing, disposal and maintain cleanliness on the beach throughout the day. The scope of work shall include but not limited to the following:
- 2) The bidder shall have to execute the work by carrying out the activities specified below:
 - a) Cleaning of litter and dumps from the beach sand to provide complete cleanliness on beach using mechanised machine/ equipments wherever possible.
 - b) Sweeping and cleaning of the road, areas adjacent to the beaches which are visited regularly by the tourists using mechanised machine/ equipments. For Example: Concretized platform at entry, footpath, area surrounding the commercial establishment on beaches.

- c) Provision of litter bins with adequate signage as per requirement shall be provided on the beaches to encourage visitors and hawkers to use such bins instead of littering the beach. Regular collection from such litter bins will have to be provided to ensure that they are never overflowing. Such litter bins should have fluorescent paint OR stickers reading “LITTER BINS” to ensure high visibility during the evening time. The capacity of the litterbins should be minimum of 120 liter and should be regularly maintained and cleaned.
- d) The above mentioned litter bins must be relocated during high tide and low tide times to ensure their proximity to visitors. The bidder shall also have to carry out awareness campaigns from time to time to ensure reduction of open littering and dumping by visitors and hawkers on the beach.
- e) The Tourists/ local residents/ joggers and morning walkers are seen using the beach from early morning 0500 Hrs whereas other visitors generally remain present upto midnight. Hence, the frequency of beach cleaning operation should be executed in at least “Two (2)- Shifts”
- f) The first shift of beach cleaning/ other designated places operation for the entire length and width of the respective beach should be completed by 0900 Hrs every day. The second shift of beach cleaning operation for the entire length and width of the respective beach/ designated places should be completed by 1800 Hrs every day.
- g) The selected location for cleaning shall be from Nani Daman Jetty to Devka Beach, Nani Daman (till Airframe junction Opp. Hotel Sandy resort).
- h) All Sweeping, mopping, picking and cleaning operations as mentioned in this tender document should be carried out regularly in all shifts with higher intensity during the peak visiting hours (0600 Hrs to 1200 Hrs and 1500 Hrs to 2000 Hrs).
- i) The contractor must make arrangements to meet the intense demand of cleanliness on the beaches after special events like School Vacation, Nariyal Poornima Festival, Daman festival, New Year, Christmas etc. by arranging for adequate number of manpower or using mechanised machine/ equipments, higher number of bins on the beach for waste collection or other innovative means to ensure complete cleanliness on beach within 24 Hours after the first day of the event.
- j) The tidal spring brings back a lot of floating and other wastes on to the beaches. The frequency and the generation of waste on account of tidal cycles are severe in rainy

season or during high tides. The agency shall therefore deploy adequate resources to intensify cleaning operations during such events through longer beach cleaning machine operations and /or longer manual operations through a larger workforce and /Or by deploying additional equipment or machinery. Strict adherence shall be taken during the rainy season, in case of any litter or waste heaps found by the authority the successful bidder shall be liable. At any circumstances, litter or open heaps of waste shall not be visible on the beaches. For transportation or additional MSW, the agency shall deploy the closed dumpers in addition to regular compactor vehicle without any extra cost.

- k) The successful bidder shall collect and dispose all types of wastes including litter, plastic bags/ bottles, organic and inorganic wastes as per the scope of work besides garbage generated by shacks including sand dunes/vegetation area, and access to the beaches (about 50 meters from the beach /vegetation area). The site for disposal shall be arranged by the bidder, and the bidder must give the details of his plan to dispose off the garbage in a scientific and proper manner. The agency has to abide by the plan given by him very strictly and no deviation whatsoever will be allowed. Such plan must accompany the tender documents at the time of submission of this tender document of the sites mentioned in this document should be made available for inspection to the Officials of the Department of Tourism every day.
- l) The entire responsibility of collection, dumping/ disposal lies with the bidder/ agency and charges towards processing & disposal of wastes is to bear by bidder. The bidder has to make arrangements for disposal of garbage and provide disposal/ dumping site certificate along with the tender as per Annexure – 6. The bidder/ contractor should collect the organic/ inorganic waste displaced from the beaches to the nearby surrounding areas also.
- m) The contractor shall deploy sufficient numbers of manpower to manage the work efficiently (minimum 50 manpower i.e labour, supervisor, manager), machine/ equipment, garbage collection vehicles etc. in each of the designated locations (gardens/beaches) as per the requirement, comprising minimum 30% of the labours originally from the local villages with all necessary required equipment in order to collect and dispose of organic/inorganic waste. The agency shall provide/arrange uniforms to their labours at their own Cost. The uniform should have the logo of Tourism Department, DNH & DD and the logo of “Swacchh Bharat Mission”
- n) All the labourers deployed on the beaches shall be present minimum 8 hours and the

agencies should submit their schedule of timing in advance to this department.

- o) The Contractor/ agency shall also arrange for the labour, uniform, gloves, boots, brooms, dustbins (as per standard design), temporary rest rooms and toilet facilities for the labourers, arrangement of vehicle for disposal of wastes, disposal site, etc. for successful completion of the work.
 - p) The Contractor may have to execute the work of cleaning any other property of the TourismDepartment, Daman if required based on the mutual consent of both the parties.
 - q) The successful agency shall setup his own local office nearby the work area within 10 days from the issue of work order and details like address, contact details, name of supervisor, manager etc. shall be submitted to the department.
 - r) The agency must ensure the highest standard of cleanliness & hygiene wherever applicable considering the tourist's inflow and visits of local population at the site.
 - s) Equipment like litter picker, sand sifting machines, beach cleaning machines, Road sweeping & cleaning machines may also be used.
- 3) Beach Cleanup Checklist/ Deliverables:

Cleanup Date & Time :
 Agency Name :
 Location :

Sr. No.	Category	Particulars	Checklist (to tick)
1.	Sweeping & Cleaning and Trash Collection	1. Cleaning of litter and dumps from the beach sand to provide complete cleanliness on beach using mechanised machine/ equipments wherever possible.	
		2. Sweeping and cleaning of the road, areas adjacent to the beaches which are visited regularly by the tourists. For Example: Concretized platform at entry, footpath, area surrounding the commercial establishment on beaches.	
		3. Regular collection from litter bins has to be done on regular basis so as to ensure that the litter bins are kept within their capacity.	
		4. All the dustbins in the area must be maintained & kept clean at all times.	
		5. All Sweeping, mopping, picking and cleaning operations as mentioned in this tender document should be carried out regularly in all shifts with higher intensity during the peak visiting hours (0600 Hrs to 1200 Hrs and 1500 Hrs to 2000 Hrs).	

		6. The agency must make arrangements to meet the intense demand of cleanliness on the beaches during weekends, Holidays, special events etc. by arranging for adequate number of manpower or using mechanised machine/ equipments, higher number of bins on the beach for waste collection or other innovative means to ensure complete cleanliness on beach within 24 Hours of the event.	
		7. The frequency and the generation of waste on account of tidal cycles are severe in rainy season or during high tides. The agency shall therefore deploy adequate resources to intensify cleaning operations during such events through longer beach cleaning machine operations and /or longer manual operations through a larger workforce and /or by deploying additional equipment or machinery.	
		8. At any circumstances, plastic wastes like bottle, bags etc. shall not be visible on the beaches.	
		9. Equipments like litter picker, sand sifting machines, beach cleaning machines, Road sweeping & cleaning machines may also be used.	
2.	Transportation, Processing & disposal at dumping site	1. The entire responsibility of collection, dumping/ disposal lies with the bidder/ agency and charges towards processing & disposal of wastes is to bear by the bidder.	
		2. The Contractor/ agency shall arrange vehicles for transportation, disposal of wastes till the disposal site.	
3.	Dustbins and sign boards & other Materials.	1. Provision of litter bins with adequate signages as per requirement shall be provided on the beaches to encourage visitors and hawkers to use such bins instead of littering on the beach.	
		2. Such litter bins should have fluorescent paint OR stickers reading "LITTER BINS" to ensure high visibility during the evening time.	
		3. The capacity of the litterbins should be minimum of 120 liter and should be regularly maintained and cleaned.	
		4. The agency shall arrange sufficient number of Trash Bags, Tongs (To pick up trash), Reusable Gloves (To protect hands from dirt and sharp objects), Gunny Sack bag for sharp objects (e.g. glass pieces, syringes with needle, wood pieces with nails etc.), Cutter (To cut entangled ropes and fishing nets on tree branches or in the sand), Shovel (To dig up trash buried in the sand) etc.	
4.	Safety Materials	1. First Aid Kit (In case of minor injuries like cuts etc.)	

	& Uniform etc.	2. The agency shall provide/ arrange uniforms to their labours at their own Cost. The uniform should have the logo of Tourism Department, DNH & DD and the logo of “Swacchh Bharat Mission”.	
		3. The agency shall also arrange for the labour, uniform, gloves, boots, brooms, temporary rest rooms and toilet facilities for the labourers.	
		4. All the labourers deployed by the contractor must be in proper uniform during duty hours.	
5.	Cleanliness standard	1. The agency must ensure the highest standard of cleanliness & hygiene wherever applicable considering the tourist’s inflow and visits of local population at the site.	

7. Terms and Conditions:

- 1) The Bidders shall be responsible for all the costs associated with the preparation of their proposal and their participation in the bidding and subsequent selection process. The Director of Tourism, UT Administration of DNH & DD will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection Process.
- 2) The bidder should quote his rates in lump sum (Price bid) for the work of cleaning of beach Areas, etc. by removal of organic and inorganic wastes including all foreign materials etc. including Transportation, Processing & disposal and maintaining the cleanliness of the beach throughout the day.
- 3) The Bidders shall submit supporting calculations for the quoted amount. The calculation shall be self – explanatory. The supporting calculations shall be duly filled and signed in Annexure- 5. The annexure-6 must be submitted by the selected agency only along the invoice submitted for every month.
- 4) The bidders prices shall include all the relevant taxes and duties and cost towards all expenditure and overheads including profits on manpower, establishment, providing stationary, transport, stay, local conveyance, and all other infrastructure including mobilization and demobilization of work force and facilities required to complete the assignment successfully including disposal of the waste to the dumping area. The bidder shall comply with all the labour laws and all the prevalent laws of Government of India.
- 5) The agency shall employ adequate/ sufficient numbers of labour etc. as per the requirement of work and to the satisfaction of the Tender Inviting Authority. The agency shall not employ any child labour who has not completed his 15th year of age. He shall also not employ an adolescent who has not completed his 18th year unless he is certified fit for work as an adult as prescribed under clause (b) of sub-section (2) of section 69 of

the factories Act 1948.

- 6) The bidder shall also see that all the provisions regarding employment of young person covered by the employment of Children Act, 1933 and the factories Act, 1948 as amended from time to time shall be fully complied with.
- 7) The agency shall also maintain necessary registers and records for payment of wages, overtime etc. made to his workmen as required by the conciliation officer (central), Ministry of Labour, Government of India, or such other authorized person appointed by the Central or the State/ UT Government. The contractor shall indemnify the Department of tourism, UT Administration of DNH & DD or employee of the Department of Tourism, UT Administration DNH & DD for any lapses on the part of contractor/agency on account of non-compliance of above referred acts.
- 8) The agency shall make his own arrangements for the engagement of labours local or otherwise.
- 9) The agency shall pay the laborers engaged by him on the work not less than a minimum wage (which expression shall mean whether for time or piece work, the respective rates of wages as fixed under the law for time being in force)
- 10) The agency shall notwithstanding the provisions of any contract to the contrary, cause to be paid such minimum wage to labourers indirectly engaged on the work including any labour engaged by labour contractors in connection with the said work as if laborers had been immediately employed by him.
- 11) The agency shall comply with the provisions of payment of wages act, 1936, Minimum wages act 1948, employer's liability act 1938. Workmen Compensation Act 1923, Industrial dispute act 1947, Indian factories Act 1948 and the Maternity Benefit Act 1961 or any modification thereof or any other law relating thereto and rules made there under from time to time, he will observe and give effect to the provisions of any law for the time being in force and regulating the rights and privileges of the laborers employed by him directly or indirectly.
- 12) The agency shall indemnify the Department of Tourism, UT Administration of DNH & DD by executing a separate indemnity bond on requisite stamp paper against any payments to be made under and for the observance of the regulations, in force for the time being without prejudice to his right to claim indemnity from his sub-contractors.
- 13) The agency shall transport and disposed off the collected garbage on each day, as required under the environment protection laws.

- 14) The bidder shall deposit Rs. 4,00,000/- as Earnest Money Deposit for the identified beaches in the form of FDR/DD in favour of Director of Tourism, Daman payable at Daman.
- 15) The successful bidder whose tenders may be accepted (hereafter called the agency) shall furnish Security deposit of 10% of the total quoted value (10% of total value of 12 months) of the work rounded off to the next lakh in form of a Bank Guarantee made in favour of "Director Tourism, Daman" valid for the period of 03 years. If the successful bidder fails to give the said Security deposit within seven days from the proposed date of allotment, the rest in line shall be considered for allotment.
- 16) The successful bidder shall submit monthly running bill to the Department of Tourism, Paryatan Bhawan, Near Bus Stand, Nani Daman for settlement. The bill shall be cleared for payment only if the work is found satisfactory by concerned staff of the department and the Director of Tourism.
- 17) The successful bidder shall enter into an agreement with the Department of Tourism upon receipt of acceptance of work order.
- 18) Terms and conditions, payment terms and mode of payment, price bid documents, letter of acceptance and the agreement shall form the contract document.
- 19) The Bidder shall ensure that the Proposal is complete in all respects and confirms to all requirements indicated in the bid documents.
 - i) It would be deemed that by submitting the proposal, Bidder has:
 - ii) Made a complete and careful examination of the Bid documents.
 - iii) The bid confirms to all the requirement of the Department of Tourism, UT Administration of DNH & DD.
 - iv) Dumping sites are arranged without any disputes and complaints referring to Department of Tourism.
- 20) The successful bidder shall erect two numbers of Mild Steel board of approved design with necessary instructions as directed by Director of Tourism, at the all the demarcated areas at the bidder's own cost.
- 21) The proposal should have no over writing except as necessary to correct errors made by the Bidder themselves, in which case such correction must be initialed by the person signing the proposal.
- 22) The Authorized representative of the bidder shall initial each page. The persons signing the proposal shall initial all the alteration, omissions and additions. The Bidders shall also seal the envelopes containing the proposals.

- 23) The Period of contract will be of one (01) year, which can be extended for further two (02) years annually on same rate, terms and conditions based on performance of bidder and/or further decision by the UT Administration of DNH & DD.
- 24) The Financial bid must be submitted online only.
- 25) The envelop shall clearly be super scribed as proposal for “Selection of agency for beach cleaning services at Daman”
- 26) If the envelop is not sealed and marked as instructed above, Director of Tourism assumes no responsibility for the misplacement of premature opening of the contents of the proposal submitted.
- 27) The prospective bidders may seek their clarification, if any, on the bid in writing to the Director of Tourism, UT Administration of DNH & DD. Only clarifications submitted in writing will be answered/ responded by the Director, Department of Tourism, Daman.
- 28) No tender shall be allowed to be modified after the submission.
- 29) The tender and all the correspondence and documents related to the tender exchanged by the bidder and Department of Tourism shall be necessarily written in English Language.
- 30) The prices shall be quoted in terms of Indian Rupees only.
- 31) The total price quoted by the bidder covers all the Bidders obligations mentioned in or to be reasonably inferred from the bid documents in respect of work of cleaning the beach area etc. by removal of organic and inorganic wastes including all foreign materials etc. and maintaining of the beach including transportation and disposal of wastes etc.
- 32) Tender shall remain valid for a period of 180 (One Hundred Eighty) days after the last date of submission of tender.
- 33) Any comments which the bidder desires to make shall not be placed in the annexed document but shall take form of a separate statement which should be as brief as possible and give reference to page, clause or item number of the annexed documents.
- 34) The information submitted shall be specified and strictly as per the formats and no additional information need to be placed which is not asked in the formats.
- 35) The Director of Tourism reserves the right to accept or reject any bid or to annual bidder process and reject all tenders at any time prior to the award of contract without incurring any financial liability to the affected bidders and any obligation to inform the affected bidders.
- 36) The contractor shall pay Income Tax & other Taxes on all Payments made to him under the contract. Department of Tourism may deduct at source as per provisions of the

prevailing rules and regulations.

- 37) If at any time it is notice by the Tourism Department that the bidder has violated any of the Terms and Conditions, the Tourism Department shall be at the liberty to terminate the Contract, without prejudice to any action as per Law.
- 38) In case of any claim, dispute or difference arising in respect of the contract, the cause of action thereof shall be deemed to have arisen in Daman and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in a competent court at Daman only.
- 39) The standards of quality assurance of the selected contractor shall be based on the following points but not limited to the following:
 - a) The entire area from Nani Daman Jetty to Devka Beach, Nani Daman (till Airframe junction Opp. Hotel Sandy resort) should be visibly clean at all times of the day.
 - b) The agency must ensure that dustbins (of min. 120 liters) are placed at all the selected places along with proper signage.
 - c) All the dustbins must be clean and should not be seen overflowing at any point of time and should be cleared from time to time.
 - d) The garbage of all the areas then must be taken to the dumping ground immediately after clearing out the dustbins of all the designated areas.
 - e) All the labourers deployed by the contractor must be in proper uniform during duty hours.
 - f) The agency must submit daily report and also consolidated weekly & monthly reports of cleanliness of beach to the department alongwith the photographs and labour attendance sheet.
 - g) The Tender Inviting Authority must not receive any complaints with regards to non-maintenance of cleanliness in the designated area as mentioned in this tender document.

8. Arbitration Clause: if any dispute arises out of the contract with regards to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the parties to sole Arbitrator decided by Tourism Department, DNH & DD, and whose decision shall be final. Provision of the Arbitration and conciliation Act, 1996 or any statutory modification or re- enactment thereof and the rules made there under and for the time being in force shall apply to the Arbitration proceeding under this clause.

9. Force Majeure: Neither party will be liable in respect of failure to fulfill its

obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include: (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract. A Party affected by an event of Force Majeure shall immediately notify the other party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal as soon as possible.

10. Penalty Clause:

In case the service provider 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 Tender Inviting Authority reserves the right to impose the penalty as detailed below:

- a. In case of any lapse found in maintaining the standards of quality assurance or at no point of time, Duty Manager or Supervisor or Worker should be found absent then the penalty amount of Rs. 20,000/- shall be levied/ imposed in each instance. In each instance of such lapse a written notice shall also be issued to the selected bidder.
- b. If any complaint received by the tourist/visitor or any other source along with photograph in maintaining the standard of quality assurance and on verifying found so penalty amount of Rs.20,000/- shall be levied/imposed in each instance.
- c. In case of non execution of work even after 15 days after award of contract, the Tender Inviting Authority reserves the right to cancel the contract forfeit the Performance Guarantee and Earnest Money deposited and the selected contractor may be debarred/ blacklisted for a period of 4 years.
- d. In case of any damage/ loss/ theft of property attributed to the personnel deployed by the contractor the cost of the same will be recovered from the contractor.
- e. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various Labour Acts, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act 1970, EPF, ESI etc. with regard to the

personnel engaged by him. It will be the responsibility of the selected agency to provide certified details of manpower provided by him on monthly basis to the Tender Inviting Authority by 7th of the succeeding month.

11. Termination Clause:

The Tender Inviting Authority may terminate the Contract if the selected bidder/ Contractor cause fundamental breach of the Contract after giving notice of 07 days. Fundamental breaches of Contract include, but shall not be limited to the following:

I. The Contractor stops the allotted work for more than 2 days.

II. The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction/restructure or amalgamation.

III. The contractor fails to correct unsatisfied services within a period of time determined by the Tender Inviting Authority is a fundamental breach of Contract and

IV. The Contractor fails to deploy the adequate services personnel i.e. committed number of laborers, Supervisors and Managers to resulting in sub standard work will be considered as breach of the terms and conditions under the agreement.

V. If the contractor, in the judgment of the Tender Inviting Authority has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

VI. In the event of termination due to fundamental breach of contract by the employer, the security Deposit (performance security and retention Money) of the contractor shall be forfeited.

VII. In case of non-compliance or breach of any terms of contract or unsatisfactory or inefficient servicing on the part of the agency, the owner will be at liberty to revoke the contract after giving notice of 07 days.

VIII. During the currency of this agreement, the Tender Inviting Authority shall have the right to terminate this agreement if it is not satisfied with the performance of the agency. For this purpose, the Tender Inviting Authority shall be the sole Judge to decide whether the performance of the agency is satisfactory or not and such decision of the Tender Inviting Authority shall be final, conclusive and binding on the agency and the agency shall not be entitled to any compensation in that regard.

IX. Furthermore, if on account of termination of this contract, the agency has to terminate services of its employees, and then it shall be the responsibility of the agency to pay the legal dues to its employees. In the event of non-compliance of legal requirement, the agency shall be liable for all the costs and consequence.

ANNEXURE-I : FINANCIAL BID

The bidder shall quote consolidated rate (to be submitted online only):

Sr. No.	Description	Rate per month in figures	Rate per month in words
1	Cleaning & maintenance of beach from entire Nani Daman Jetty to Devka Beach, Nani Daman (till Airframe junction Opp. Hotel Sandy resort) including road, footpath, parking area, area near environ and accesses through the beach by removal of organic and inorganic wastes, all foreign materials, weeds, garbage etc. using mechanised machine/ equipments etc. including transportation, storing, proper disposal at dumping site and maintain cleanliness throughout the day.		

The quoted amount shall be inclusive of all costs (including all taxes and all other expenditure on manpower, machinery, transportation, processing & dumping, erecting of sign boards, dustbins etc.)

Daman

Signature of the Authorized Signatory with Name & Designation

ANNEXURE – 2 TECHNICAL BID

The bidder shall submit the following documents:

Sr. No.	Description of Technical eligibility Criteria	Documents submitted
1	Tender Fees Rs. 3000/- in form of DD	
2	EMD of Rs. 4,00,000/- in form of FDR	
3	Company/Firm Registration Certificate	
4	PAN Card and GST Registration etc.	
5	CA Certificate for Cumulative turnover of last four financial years	
6	Proof of Eligible assignments as mentioned in “Technical Capacity”	
7	Certified Copy of Organisational Structure	
8	Copy of Income Tax Return of last four financial years	

Daman

Date:

Signature of the Authorized Signatory
with Name & Designation

ANNEXURE – 3

Letter of Transmittal

To,
The Director of Tourism,
Tourism Department,
Paryatan Bhawan,
Nani Daman,
Daman-396210.

Sir,

Having examined the Price Bid including scope of work, I/we submit all the necessary information and relevant documents and also give undertaking as follows:

- a) The entire beach area including road, footpath, parking area, area near environ and accesses through the beach are inspected by me.
- b) I/we know all the conditions of the work
- c) All the materials, labour, transportation, and disposal shall be arranged by me.
- d) I have to deposit Security Amount
- e) I also submit the required documents along with the price Bid

Enclosed herewith please find Demand Draft No. _____ dated _____ Drawn on Bank _____ in favour of Director of Tourism, UT Administration of DNH & DD for _____ payable at Daman, towards EMD.

I / we understand that Director of Tourism reserves the right to reject any Application without assigning any reasons thereof.

Daman

Date:

Signature of the Authorized
with Name & Designation

ANNEXURE - 4 COST BREAKUP

Cost break up shall consists of following

Sr. No.	Description	Rate	Amount
1	Wages for Labour, Supervisor, Manager etc. (mentioned no. of labours etc.)		
2	Processing & disposal/ Dumping charges.		
3	Collection & Transportation charges		
4	Equipment, materials etc. charges.		
5	Towards dustbins and sign boards, uniform, other safety materials etc.		
6	Taxes, ESI, Insurance, etc.		
7	Agency profit margin etc.		
8	(Please specify and add)		
9			
10			
Total (including all)			

Daman

Signature of the Authorized
Signatory with Name &
Designation

Date:

ANNEXURE - 5 DATA SHEET

Sr. No.	Description	Remarks
1	Name of Beaches area etc.	
2	Total Quantity of Garbage	
	a) Organic wastes	
	b) Inorganic waste (plastic etc)	
3	Number of Workers	
6	Number of Supervisors	
7	Number of Hours of working	
8	Number of dustbins	
9	Location of dustbins	
10	No. & Type of vehicle for transportation	
11	Dumping location	
12	Distance of dumping location from beaches/ gardens	
13	Contract person and Phone Number (Land line and Mobile)	
14	Additional information if any	

Daman

Signature of the Authorized
with Name & Designation

ANNEXURE - 6

DISPOSAL / DUMPING SITE CERTIFICATE

To,
The Director of
Tourism Department
of Tourism Paryatan
Bhawan,
Nani Daman

Sub: Disposal of Garbage cleared from beach sites

Sir,

I am to state that a price bid has been submitted by me for clearing the beach areas including collection, transportation, disposal and maintenance of the cleanliness of beach (as mentioned in tender document).

In this connection, I have tied up / made arrangements with

or I undertake to dispose the collected garbage scientifically on my own without causing any nuisance or inconvenience to public in the process of transportation and disposal. I am also enclosing a complete plan of garbage collection, segregate and scientific disposal of garbage collected alongwith.

Yours faithfully,

Signature of the Authorized
Signatory Name & Designation