



**Request for Proposal (only through GEM)
for
Selection of Agency for Manning, operating and maintaining Life
Guard services for Moti Daman & Nani Daman beaches in Daman
district for 3 months**

No: 4/273/DT/DNH&DD/2023-24/PART-II/273

Date: 29/06/2024

ISSUED BY:

Department of Tourism, DNH & DD
Vidhyut Bhavan
Kachigam, Daman- 396215
Contact: 0260 2250002,
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**U.T. ADMINISTRATION OF
DADRA & NAGAR HAVELI AND DAMAN & DIU,
DEPARTMENT OF TOURISM**

SECTION 1: NOTICE INVITING TENDER

RFP No. 4/273/DT/DNH&DD/2023-24/PART-II/273

Date:29/06/2024

The Department of Tourism, U.T. Administration of Dadra & Nagar Haveli and Daman& Diu, invites Proposals from the Company/firms for the following works:

Sr. No	Name of Work & Location	EMD
1	Selection of Agency for Manning, operating and maintaining Life Guard services for Moti Daman & Nani Daman beaches in in Daman district for 3 months	₹1,00,000/-

Sd/-
Director (Tourism),
DNH & DD

SECTION 2: BASIC INFORMATION

a.	Interested Tenderer may obtain further information about the Tendering documents at the office of The Director (Tourism), Department of Tourism, DNH & DD Secreteriat, Vidhyut Bhavan, Kachigma 396 215, Daman 0260 2250002
b.	Director (Tourism), Department of Tourism, DNH & DD reserves right to accept any Tender and to annul the Tendering process and/or reject all the Tenders at any time prior to award of the contract without hereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.

SECTION 3: SCOPE OF WORK

a. Area of Operation	Moti Daman Beach Stretch (4.90 Km) Nani Daman Beach Stretch (4.49 Km)
b. Operation Period	3 months (The maximum extension allowed is three times, with each extension being for a period of three months as per the decision of the Tender Inviting Authority)
c. Beach manning	<ol style="list-style-type: none"> 1. Beaches are to be monitored every day for the period from 07:00 AM to 11:00 PM. 2. Required manpower: <ol style="list-style-type: none"> a. 1st Shift – <ol style="list-style-type: none"> i. Moti Daman Beach Stretch – 5 nos lifeguards ii. Nani Daman Beach Stretch – 2 nos lifeguards b. 2nd Shift – <ol style="list-style-type: none"> i. Moti Daman Beach Stretch – 7 nos lifeguards ii. Nani Daman Beach Stretch – 3 nos lifeguards c. Total life guards for 2 shifts – 17 nos d. 1 Supervisor/Team Leader 3. Duty of the life guard shall be adjusted in 2 shifts <ol style="list-style-type: none"> a. 1st Shift - 07:00 AM to 03:00 PM b. 2nd Shift - 03:00 AM to 11:00 PM 4. Life guards shall remain present at the beaches when they are posted during working hours. 5. Each life guard designated for the certain stretch of the beach seashore in 1st shift shall not leave the work place till the arrival of his relieving life guard in the 2nd shift. 6. Work places and nature of duty at each seashore of the contract life guards will be supervised by the Tourism Department staffs.
d. Standards & Qualification for life guard	<p>Physical Standard:</p> <ul style="list-style-type: none"> • Height - minimum 162 cms • Weight - minimum 50 kgs. • Chest - minimum 81 cms and after expansion 86 cms. • Sight - Normal (Without any glasses) & free from Colour blindness <p>Age limit:</p> <ul style="list-style-type: none"> • Minimum 18 years (candidate should complete the age on the date of appointment) to 45 years.

	<p>Certified Beach Lifeguard - Indian Inhabitant, Adult having valid certification in Beach Lifeguarding from a recognized / accredited training agency. The Lifeguard should also where necessary be trained and certified in use of Personal Water Craft (PWC) for surf rescue. Lifeguard shall also where necessary and in such numbers be trained in operation of AED and administration of Oxygen.</p> <p>Any physically partial or any disable person shall not be allowed to work as a life guard.</p>
<p>e. Educational Qualification</p>	<p>Educational Qualification:</p> <ul style="list-style-type: none"> • Minimum 10th std. Pass. • Languages to be known – Hindi, Gujarati. • Technical Qualification – He/She should be qualified & certified as a life guard from the Govt. approved Institutes.
<p>f. Work to be performed by Lifeguard</p>	<ol style="list-style-type: none"> 1. Regular inspection of life safety equipment shall be carried out by the lifeguards & shall see that all the equipment's are in working order. 2. The operations of the bidder should be headed by a person as a Team Leader/Supervisor with at least 4 years relevant experience or more in providing services in Water Safety Services. 3. Maintenance of all the life safety equipment's on the beaches. 4. Surveillance / patrolling of beach seashore area shall be carried out by the lifeguard. 5. Instructing / alerting citizens & tourists regarding dangerous areas on handheld mega phone, blowing the whistle, buzzing the siren etc. 6. Rescue of drowning person from the seawater. 7. Carrying the victim from sea water floating on water surface with proper care to the seashore. 8. Transportation of the victim on spine board/stretchers from the sea water up to the safe place with the help of other life guards / By passer / on lookers / any members of public etc. 9. Rendering first aid to the victims. 10. To give resuscitation or CPR to victim if required. 11. Transportation of victim to the hospital with life guard

	<p>vehicle/ 108 ambulances / other ambulance etc.</p> <p>12. Reporting the incident immediately to the Tourism Dept./Coastal Police station/Office of the Collector.</p> <p>13. Cleaning & servicing of life safety equipment.</p> <p>14. Keeping the record of life safety equipment's in the register to be maintained by the Lifeguards.</p> <p>15. The contractor shall maintain daily muster of Life guard. Register should be made available to the Tourism Department</p> <p>16. The lifeguards shall continuously identify the high-risk area of the beach during patrolling and shall update the Tourism Dept./Disaster management/Coastal Police regarding the same.</p> <p>17. Lifeguards are required to wear a bright-colored uniform while on duty.</p> <p>18. Lifeguards must be available at any time during a 24-hour period, especially during emergencies.</p> <p>19. Evaluate the need for various lifesaving equipment's in the district and support the Department in acquiring the necessary equipment's to fulfill their duties and responsibilities.</p> <p style="padding-left: 40px;">i. The procurement of lifesaving equipment will be handled by the department, and ownership will remain with the Department.</p> <p>20. It will be responsibility of the contractor to keep all the equipment's in working order and if required contractor shall request the department to replace the same if found defective by the contractor/lifeguards.</p>
<p>g. Vehicle</p>	<p>2 (Two) nos of Four-Wheel Drive suitably modified to accommodate Lifesaving equipment and should be equipped with Siren, Revolving Light and Hailing system – Make – Mahindra Thar/ Maruti Gypsy/ATV or any other suitable make shall be from any reputed manufacturer of such type suitable for the envisaged work.</p>
<p>h. Payment</p>	<p>Payment will be made on monthly basis after completion of satisfactory of work and submission of Proper reports and bills by the tenderer.</p>

SECTION 4: QUALIFICATION CRITERIA

a)	The tenderer shall be an proprietary firm; Partnership firm or a Indian company dealing in the line of Manning, operating and maintaining Life Guard services at beaches and registered under Indian company act, having office in Coastal states/UT in India with minimum three year experience or more. The tenderer shall upload the relevant documentary proof along with tender documents.
b)	<p>The tenderer(s) in their own name should have satisfactorily executed the work of similar nature for MCGM /Semi Govt. /Govt. & Public Sector Organizations during last seven (7) years ending last day of month previous to the one in which bids are invited as a Contractor with similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied</p> <p>Three similar completed works or currently executing three works of similar nature each costing Rs.8,95,000 /-</p> <p style="text-align: center;">OR</p> <p>Two similar completed works or currently executing two works of similar nature each costing Rs. 11,60,000 /-.</p> <p style="text-align: center;">OR</p> <p>One completed work or currently executing one work of similar nature of aggregate Rs. 20,00,000/-</p>
c)	Documentary evidence showing that the tenderer has average annual turnover of Rs. 40 Lakhs during the last 3 years along with certified copy of turnover issued by Chartered Accountant .
d)	<p>Documents Comprising the Bid:</p> <ol style="list-style-type: none">i. GST Registrationii. Certificates of experience, membership, affiliation, experience etc.iii. List of clients with reference with name, designation and contact detailsiv. Skill Matrix and list of top level managerial employees with details of date of joiningv. the firm, qualifications, work experience, assignments handled etc.vi. Brief on lifesaving related assignments handled during last five years.vii. Photocopies of press coverage/electronic media coverage for referred clients andviii. other related projects.ix. Registration Certificate/Certificate of incorporation.x. Copy of latest Income Tax Returns.xi. Earnest Money Deposit (EMD) in form of FDR in Favour of "Director of Tourism, Daman" payable at Moti Daman shall be sent physical through speed Post/Courier to the O/o, The Director of Tourism, Department of Tourism, DNH & DD, Vidhyut Bhavan, Kachigam, Daman- 396215. (copy of the same shall be uploaded on gem).

e) The Bidders are subject to be disqualified if they have:

- i. made misleading or false representations in the forms, statements and attachments scan & uploaded in proof of the qualification requirements; and/or
- ii. record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.;
- iii. BID without documents mentioned in the QUALIFICATION CRITERIA.

Award of Tender

- i. The tenderer will be selected for award of contract provided the tenderer is the lowest responsive & fulfills the criterion mentioned above.
- ii. The lowest bidder (L1) will be decided on the basis of lowest cost offered subject to fulfillment of tender conditions and technical specifications.

SECTION 5: GENERAL OBLIGATIONS

a. Works to be carried out

The works to be carried out under this contract shall except or otherwise provided in these conditions include all Labour, materials, tools, equipment and transport which may be required for preparation of and for the full and entire execution and completion of the works. The description given in the schedule of works / items/quantities and the bills of quantities shall unless otherwise stated be held to in and for the entire execution and completion as aforesaid in accordance with good practice and recognized principles.

b. Performance Security/ Contract Deposit

The contractor shall furnish Banker's Guarantee's in lieu of contract deposit i.e. Banker's guarantee equal to 3% of contract sum as security deposit for due fulfillment of contract and certification of the final bill; which will remain with the Department till currency of the work and completion of contract period. The deposit shall be in the form of Bank Guarantee issued on behalf of the contractors by the schedule banks, provided the banker's guarantee is renewed as required and / or directed from time to time so as to cover the entire period of contract including the extended period, till physical completion of the work, certification of the final bill and completion of warranty period.

c. Sufficiency of the tender

The contractor shall be deemed to have satisfied himself before tendering or to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in schedule of works / items / quantities or in bill of quantities, which rate and prices shall, except or otherwise provided, cover all his obligations under the contract and all matters and things necessary for proper completion and maintenance of the works. No extra charges consequent. On any misunderstanding or otherwise shall be allowed.

d. Contractor's supervision

The contractor shall himself supervise the execution of works or shall appoint a competent Supervisor to act in his stead. Orders given to the contractor's Supervisor shall be considered to have the same force as if these had been given to the contractor himself.

e. Safety provisions

- i. The contractor shall at his own expenses arrange for the safety precautions or required by the Department, in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the contractor fails to provide such facilities, the Department shall be entitled to do so and recover the costs thereof from the contractor.
- ii. The tenderer shall note that Department of Tourism shall not be responsible for any mishap or accident to workmen of the contractor, while performing these jobs and no compensation shall be payable by Department of Tourism. In case of mishap or accident, the amount of compensation decided by the concerned authorities will be kept in deposit from contractor's bills.
- iii. The successful tenderer shall take all the precautions to avoid any damages to Department of Tourism/Administration property while working. If any damage is noticed, the charges for setting right the same will be recovered from their bills.

f. Contractor's other liabilities

The contractor shall indemnify & keep indemnified the Department of Tourism against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever respect of or in relation thereto.

g. Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purpose thereof, & shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Department. If any disputes arise as to the necessity of any publication or disclosure for the purpose of the contract the same shall be referred to the Department whose determination shall be final.

h. PERFORMANCE SECURITY AND AGREEMENT

The Department shall issue a Letter of Award (LoA)/Work order to the selected Agency post opening of the financial proposals. Within 15 days of issuance of LoA/Work order from DoT to the selected Agency, the selected Agency is required to submit a Performance Security in the form of Bank Guarantee for an amount equivalent to 3% of the total quoted financial bid for 3 months.

i. Payment of final bill

- i. Payment will be made after every month after completion of Repairing and servicing work and submission of Proper reports.
- ii. Payments shall be made promptly within thirty (30) days of submission of an invoice/claim by the Supplier every month after satisfactory compliance of service.
- iii. Payment will be made in the currency or currencies in which the Contract price has been stated in the Supplier's bid as well as in other currencies in which the Supplier had indicated in its bid

j. Remedies and Power

Cancellation of contract in full or in part

- i. If the Contractor at any time makes default in proceeding with the work with due diligence and continues to do so after notice in writing of 2 days from the Department of Tourism; or
- ii. Commits default in complying with any of the terms and conditions of contract and does not remedy it within 3 days after a notice in writing is given to him in that behalf by the Department of Tourism, or
- iii. Fails to complete the works or items with individual dates completion, on or before the date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Department of Tourism.
- iv. Assigns, transfers, sublets (engagement of labour on a piece work basis or labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet, the entire works or any portion thereof without the prior written approval of the Commissioner; the Commissioner may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the MUNICIPAL CORPORATION by written notice cancel the contract as a whole or only such items of work in default from the contract.

k. Termination of contract for death

If the Contractor is an individual or proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Commissioner is satisfied that legal representative of the individual Contractor or the proprietor of the proprietary concern and in case of partnership, the surviving partner, are capable of carrying out and completing the contract, the Commissioner shall be entitled to cancel the contract as to its uncompleted part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased contractor and / or to the surviving partners of the Contractor's firm on account of the cancellation of the contract. The decision of the Commissioner that the legal representative of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the Commissioner shall not hold estate of the deceased Contractor and / or the surviving partners of the Contractor's firm liable in damages for not completing the contract.

I. Force Majeure

"If and to the extent that a Party's performance of any obligations under this Agreement is prevented by a Force Majeure Event (e.g., acts of God, epidemics, shortages), the non-performing Party shall be excused from those affected obligations for as long as the event continues. The Party must still make reasonable efforts to resume performance without delay."

m. Settlement of Disputes

Finality of decision and non-arbitrability.

- i. If any dispute, difference or claim arises by either party to any matter arising out of the contract, the aggrieved party may refer such dispute within a period of 7 days to the concerned Additional Municipal commissioner, who shall constitute a committee comprising of three officers i.e. concerned JT.M.C (dm), Chief Fire Officer and concerned Chief Accountant. The committee shall give its decision within 60 days.
- ii. Appeal from the order of the committee may be referred to Municipal Commissioner within 7 days. Thereafter the Municipal Commissioner shall constitute the committee comprising of three Addl. Municipal Commissioners including Addl. Municipal Commissioner In-charge of finance department. The decision given by this committee shall be final and binding upon the parties.

n. Contractor's other liabilities and insurance

From commencement to the completion of the works, the contractor shall take full responsibility for the care there of and for taking precautions to prevent loss or damage and to minimize the loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and all tools from any cause whatsoever (Save and except Excepted Risk) and shall at his own cost repair and make good the same so that at the time of completion of works, all Municipal Tools , Plants and Machinery shall be in good order and condition and in conformity in every respect to the requirements of the contract and as per the instructions of the CFO.

n. Penalty for Deficiencies

16.1 The Department shall levy a penalty for non-providing of infrastructure, human resource and equipment's beyond the due date. The due date shall be jointly decided by

the successful bidder and department. No penalty shall be levied if equipment is under maintenance. Also no penalty shall be levied for lifeguards who are on sick leave, casual leave, and earned leave. Agency shall provide a suitable replacement in such case. The penalty for non-providing of services shall be as follows:

Sl. No	Human Resource	Remark
a.	Beach Lifeguard/Supervisor	During surprise visit of any of the authorized representative of the Department, if any lacuna is observed in the manpower than the average day wages shall be deducted from the bills of the Service Provider. EXEMPTIONS - If Lifeguard is on Sick Leave, Earned Leave, Casual Leave, Medical Leave.

SECTION 6: SPECIAL CONDITIONS OF CONTRACT

- a. All the Life guard personnel provided for undertaking the Life guard services shall be provided with required uniform and lifesaving equipment and should maintain decent behavior. The contractor shall issue identify card / identity documents of the employees who are deployed to execute the work.
- b. All the personnel provided for undertaking the Life guard services shall be governed by Govt. of India Minimum wages act, EPF / and ESIC and all statutory recovery & remittance shall be taken care by the contractor.
- c. The Contractor shall strictly observe and adhere the following from their deployed personnel.
 - a. Are always smartly turned out and vigilant.
 - b. Are punctual and arrive at least 30 Minutes before start of their duty time.
 - c. Take Charges of their duties properly and thoroughly.
 - d. Perform their duties with honestly and sincerely.
 - e. Read and understand their post and site instructions and follow the same.
 - f. Extend respect to all officers and staff of the Mumbai Fire Brigade.
 - g. Shall not consume intoxicated drinks on duty hours, or come drunk and report for duty.
 - h. Will not gossip or chit chat while on duty.
 - i. Will never sleep while on duty post.
 - j. Will not read newspaper or magazine while on duty.
 - k. Do not entertain visitors.
 - l. Shall not smoke in the area of beach safety.
- d. The contractor shall ensure proper performance of Life guard work in accordance to the schedule of work.
- e. The contractor shall not employ person of age below 18 years and they should be sound in health in carrying out the duty and should not have infected diseases.
- f. In case of any accident caused to the Life guard personnel during the work period, it is the sole responsibility of the agency to meet any expenditure in this regard.
- g. The contract may be terminated by Department, in case of serious negligence or serious breach of any of the terms and condition of the contract.
- h. The contractor shall submit Police verification of their staff within 15 days after work order is issued. Also, the successful contractor shall have to submit the list of persons appointed for the job with details such as name, residential address, age, qualification and experience etc. The changes made in the staff shall be informed to respective officer-in-charge in writing with details as stated above.

SECTION 7: Site Detail



