

Tele : 044-23460470  
Fax : 044-23460473

Coast Guard Store Depot(CH)  
GM Pettai Road, Royapuram  
Chennai – 600 013

CGSD(CHN)/LP/34/17-18

18 Dec 2017

M/s. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**INVITATION OF BID FOR OUTSOURCING OF SECURITY SERVICES**  
**Request for Proposal (RFP) No.CGSD (CHN)/LP/34/17-18 Dated 18 Dec 2017**

**FOR THE PERIOD OF ONE YEAR**

**PART –I**

1. Bids under **Two bid system** (Technical-Bid and Commercial-Bid) in sealed covers are invited for concluding Security services, i.e. outsourcing/hiring of security services arrangement Coast Guard Assets at namely Coast Guard Store Depot Royapuram and CG Land Tondiarpet (CHN) for a period of year on as required basis. Details/ Types of security supervisor, Armed & unarmed security guards, scope of Contact etc. are **listed in part II of this Tender Enquiry/ RFP**. Please super scribe the above mentioned Title, Tender Enquiry number and date of opening Bids on the sealed covers to avoid the Bids on the sealed covers to avoid the Bids being declared invalid. In case of bid system, Please also super scribe '**Technical- Bids**' and '**Commercial- Bids**' on the respective covers.

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

- (a) Bids/queries to be addressed to : **The Officer-In-Charge**
- (b) Postal address for sending the Bids : **The Officer-In-Charge  
Coast Guard Store Depot  
GM Pettai Road, Royapuram  
Chennai - 600 013**
- (c) Name/designation of the contact personnel: **LOGO, CGSD(Chn)**
- (d) Telephone No. of contact personnel : **044-23460470/23460472**
- (e) Fax number : **044-23460473**
- (f) E-Mail ids of contact personnel: [cgsd-chn@indiancoastguard.nic.in](mailto:cgsd-chn@indiancoastguard.nic.in)

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

- (a) **Part I-** General Information and Instructions of RFP
- (b) **Part II-** Essential details of the services
- (c) **Part III-** Standard conditions of RFP
- (d) **Part IV-** Special condition applicable to this RFP
- (e) **Part V-** Evaluation criteria and Format for Price Bids

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

5. **Acceptance of Terms & Conditions:** - The tender shall clearly mention the following in their offer letter:-

WE ACCEPT ALL THE TERMS AND CONDITIONS MENTIONED IN TENDER ENQUIRY NO. DHQ6/RFP/30/SECURITY/16-17 DATED MAR 17

6. The cost of tender is Rs. 250/- (Rupees Two Hundred Fifty only) (Non Refundable). The payment will be accepted by Demand Draft in favour of The DCDA (Navy), Fort St. George, Chennai - 600 009 payable at , Chennai only (cash will not be accepted).

Your faithfully,



(P Vijayakumar)  
Deputy Commandant  
Logistics Officer  
for Officer-in-Charge

## **PART-I**

### **GENERAL INFORMATION**

1. **Last Date and Time for depositing the bids: at 1000 hrs on 16 Jan 18.** The sealed Bids (both technical and Commercial, in case two bids are called for) should be deposited/ reached by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the bids.** Sealed Bids should be **either dropped** in the Tender Box marked as **General** or **sent by registered post** at address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
3. **Time and Date for opening of bids: At 1430 Hrs on 16 Jan 18** (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/ time, as intimated by the Buyer).
4. **Location of the Tender Box.** **The Main Entrance near to Security Point of Coast Guard Store Depot ,GM Pettai Road Royapuram, Chennai - 600 013.** Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
5. **Place of opening of the bids.** Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Two-Bid System.** The bidder will have to furnish two separate bids viz. Technical bid and Commercial bid. Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.
7. **Forwarding of Bids.** The technical bid and the financial bid should be sealed by the bidder in separate covers duly superscribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed. The technical bids will be opened and evaluated in the first instances. Bids should be forwarded by Bidders under their original memo / letter pad inter-alia furnishing details like TIN & PAN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
8. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in Writing about the clarifications sought not later than 07 (seven) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

9. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **Clarification regarding contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

12. **Unwillingness to quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

13. **Validity of Bids.** The Bids should remain valid for 90 days from the last date of submission of the Bids.

14. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rs.4,05,413/- to be drawn in favour of Dy. Controller of Defence Accounts, Office of the AO (Navy), Fort St. George, Chennai – 600 009 along with their bids.** The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender. DGR sponsored security agencies are not required to deposit Money Deposit (EMD). However depending on the nature of service being provided a DGR sponsored Security Agencies may be asked to deposit PBG or Bank Guarantee up to a maximum limit not exceeding 10 percent of One month's wage bill. The PBG will be deducted from the Security service's monthly service charges in installments as mutually agreed by the Security Agencies and the Principal Employer.

## PART-II

### ESSENTIAL DETAILS OF ITEMS/ SERVICES REQUIRED

1. Schedule of Requirements. List of services required are as follows:-

Sl	Details of Security Services staff	Deno	No. Of Security Staff Required
1	Head Guards/Supervisor (Unarmed)	No.	01
2	Guards (Unarmed)	No.	21

2. **Technical Details.**

- |                   |  |                          |
|-------------------|--|--------------------------|
| (a)               | Specifications/drawings, as applicable                       | <b>NA</b>                |
| (b)               | Technical details with technical parameters                  | <b>NA</b>                |
| (c)               | Requirement of training/on-job training                      | <b>As per DGR/ TNPSA</b> |
| <b>Rules 2008</b> |  |                          |
| (d)               | Requirement of installation/commissioning                    | <b>NA</b>                |
| (e)               | Requirement of Factory Acceptance Trials (FAT), HAT and SATs | <b>NA</b>                |
| (f)               | Requirement of Technical documentation                       | <b>NA</b>                |
| (g)               | Nature of assistance required after completion of warranty   | <b>NA</b>                |
| (h)               | Requirement of pre-site/equipment inspection                 | <b>NA</b>                |
| (j)               | Any other details, as considered necessary                   | <b>NA</b>                |

3. **Eligibility of Bidders:-** In order to establish the eligibility, the bidders will have to furnish the following documentary evidence:-

- (i) **Qualification of the bidders:-** The bidder may be proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, and must possess the valid license under the Private Security Agencies (Regulations) Act 2005. Firm should be registered with the **Ministry of Labour** and **Ministry of Home** for hiring of manpower and copy of registration certificate is to attached with the Bid.
- (ii) The bidder should have a experience of at least 03 years in providing security services to any Government organization. Copy of satisfactory completion report from the concerned organization should be attached with the technical bid. However, the copy of such job orders should be attached with commercial bids.
- (iii) The firm shall have minimum average annual turnover of Rupees\_\_\_\_ Crore in the last 02 financial years. Copies of audited balance sheet and profit and loss account for the last 02 financial years 2013-14 and 2014-15 should be attached with the technical bid. The statement should be duly certified by the practitioner CA firm.
- (iv) There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency)/blacklisted by any Govt. Organisation or by any other reputed department. The firm shall provide undertaking to this effect.

- (v) The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.
- (aa) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership.
- (ab) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;
- (ac) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
- (vi) The bidder shall submit full details of his ownership and control or if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.
- (vii) Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card No. under the Income Tax Act of such understanding.
- (viii) Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.
- (ix) Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, idle man or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be constructed as an agency commission has been or will be paid and that the tender price will not include any such amount. If the name of the agent subsequently finds to the contrary, the Department reserves the right to declare the bid as non-compliant and declare any contract if already awarded to the Bidder to be null and void.
- (x) Canvassing of offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under laws of India. Such action will result in the rejection of bid, in addition to other punitive measure.
- (xi) the firm should have valid PAN card in its name or in the name of the proprietor, in case of a proprietary firm. A copy of PAN Card along with copy of last ITR filed should be attached.
- (xii) The firm should have valid Service Tax Registration. Copies of registration certificate(s) should be attached.

4. **Two- Bid System-** The question must be submitted by the bidder under two bid system i.e. **Technical –Bid** and **Commercial Bid** to be submitted in separate sealed covers as per the formats at **Appendix-'A'** and **Appendix 'B'** respectively. The documents mentioned in para 3 above should be enclosed with the Technical –Bid. Bidder are also

required to furnish clause by clause compliance of eligibility criteria/ tendered parameters bringing out clearly the deviations from the eligibility criteria/ tendered parameters, if any. The bidders are advised to submit the compliance statement in the following along with bidder- whether Yes/ No in response compliance to RFP/TE parameters / eligibility criteria in case of non compliance, Deviation from RFP/ TE to be specified unambiguous terms.

5. **Scope of Rate Contract:-** The proposed Rate Contract will be an agreement between the purchaser and lowest bidder(s) (Supplier) to supply the **01 Head Guard and 21 Security Guards as per security Regulation Act 2005 for 01 Year as per latest wages rates promulgated by Central Government** including in this tender at specified prices, terms & conditions during the period of the contract. RC will be in the nature of a standing offer and neither any quantity nor any anticipated drawls are guaranteed. As the RC is a standing offer, either party (seller/ buyer) can revoke it at any time after giving a reasonable notice (at least 60 days in advance) and opportunity. However, once a supply order is placed on the supplier for supply of definite quantity in terms of the rate contract during the validity period of the rate contract that supply order becomes a valid and binding contract and the supplier will be bound to supply the ordered quantity.

6. **Delivery Period:-** The successful bidder/ contractor will require to sign an agreement with the buyer within 30 days from the date of written intimation to this effect. Supply Order/ Job order will be issued against the contract agreement for **01 Head Guard and 21 Security Guards** on as required basis. The contract can be cancelled unilaterally by the Buyer in case contracted service are not providing within the contracted delivery period.

7. **Consignee Details.** The Officer-In-Charge, Coast Guard Store Depot, GM Pettai Road, Royapuram, Chennai – 600 013 or any authority as authorized by him.

8. **Personnel to be employed as Security Staff:** - All personnel employed as Security Guards/ Supervisor in the premises of CGSD (Chn) other than Ex- servicemen/ Ex- Paramilitary Force and Ex- Police Force are to be in a possession of a training certificate from a recognized training institution for a period of minimum three months and the same is to be submitted along with technical Bid.

## **Part-III**

### **STANDARD CONDITIONS OF RFP**

The bidder is required to give confirmation of your acceptance of the Standard Conditions of the RFP mentioned below which will automatically be considered as part of the Contract (wherever applicable) concluded between the successful bidders (ie. Service provider in the contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and the supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration.
4. **Penalty for use of undue influence.** The service provider undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the buyer or otherwise in procuring the contracts or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of the present contract or any other contract with the Govt of India. Any breach of the aforesaid undertaking by the service provider or any one employed by him or acting on his behalf or the commission of any offers by the service provider or any one employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other act enacted for the prevention of corruption shall entitle the buyer to cancel the contract and all or any other contracts with the service providers and recover from the service provider the amount of any loss arising from such cancellation. A decision of the buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the service provider. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Service provider towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour to this or any other Contract, shall render the Service provider to such liability / penalty as the Buyer may deem proper, including but not limited to termination of the Supply Order, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Access to books of Accounts.** In case it is found to the satisfaction of the buyer that the service provider has engaged an agent or paid commission or influenced any person to obtain the contract as described in clauses relating to agents/agency commission and penalty for use of undue influence, the service provider, on a specific request of the buyer, shall provide necessary information/inspection of the relevant financial document/information.



6. **Non-Disclosure of Supply Order Documents.** Except with the written consent of the Buyer /Service provider, other party shall not disclose the Contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

7. **Agents/Agency Commission.** The Service provider confirms and declares to the Buyer that the Service provider is the original manufacturer of the stores/provider of the services referred to in the Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its

functionaries, whether officially or unofficially, to the award of the contract to the Service provider, not has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Service provider agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Service provider has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of the contract, the Service provider will be liable to refund that amount the Buyer. The Service provider will also be debarred from entering into any supply Contract with the Government of Indian for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Service provider who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

8. **Liquidity Damages.** In the event of the service providers failure to submit the bonds, guarantees and documents, breach of terms of service contract as specified in this contract, the buyer may at his discretion, withhold any payment until the completion of the contract. The buyer may also deduct from the SERVICE PROVIDER as agreed to liquidate deficiencies damages to the sum of 0.5% of the contract price of the deficient services mentioned above for every week of delay or part of a week, subject to a maximum value of the liquidated damages being not higher than 10% of the value of bill for the period of deficient services.

9. **Termination of the Contract.** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

(a) If at any time after acceptance of the tender, buyer shall decide to abandon or reduce the scope of work for any reasons whatsoever and hence not require the whole or any part of the works to be carried out, the buyer will give notice of 30 days in writing to that effect to the Service Provider and the Service Provider shall have no claim to any payment for compensation or otherwise, whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

(b) That in the event of breach of any of the terms and conditions of the contract or the works of the Service Provider in the opinion of the buyer is not found satisfactory, or the buyer becomes insolvent or the Service Provider poses any security risk, the buyer shall be at liberty to terminate the contract, carry out the work through any other agency at the risk and cost of the Service Provider.

(c) That if the buyer desires to terminate the contract at any time for reasons other than mentioned therein above, it shall be at liberty to terminate the contract by giving one month notice of its intention to do so. The Service Provider shall however have liability to discharge the obligations under the contract during the period of the notice without any compensation from the Service Provider.

(d) The delivery of the services is delayed for causes not attributable to Force Majeure for more than (01 month) after the scheduled date of delivery.

(e) The Service Provider is declared bankrupt or becomes insolvent.

(f) The delivery of services is delayed due to causes of Force Majeure by more than (01 month) after the scheduled date of delivery.

(g) The Buyer has noticed that the Service Provider has utilized the services of any Indian / Foreign agent in getting this contract and paid any commission to such individual/Company etc.

10. **Notices.**

(a) Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered mail, addressed to the last known address of the party to whom it is sent.

(b) Any notice / discretion given under the terms of this agreement shall be considered to be duly served if the same have been delivered to, left for or dispatched by Registered Post to the Service Provider at his last known address. Any notice to be given to the buyer shall be considered as duly served if the same is delivered to left or dispatched by Registered Post by the said Service Provider to the Officer-in-Charge, Coast Guard Store Depot(CH), GM Pettai Road, Royapuram, Chennai – 600 013. Any notice so posted shall be prima facie proof of service at the expiration of the time in which in the ordinary course of post it would have reached the address to which it was sent.

11. **Transfer and Sub-letting.** The Service provider has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Service provider shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use.

13. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Taxes and Duties:**

**In respect of Indigenous bidders: General**

(a) **General:** If Bidder desires to ask for sales tax, the same must be specifically stated in the quotation. In the **absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.**

(b) On the Bids quoting service tax, the rate and the nature of tax applicable at the time of supply should be show separately. Taxes will be paid to the seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of service is legally to service tax and the same is payable as per the term of the contract

(c) **If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so.** In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entrained after the opening of tenders.

(d) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(e) **If a Bidder is exempted from payment of any duty/tax upto any value of contract from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have.** If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(f) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract term`s shall be allowed to the extent of actual quantum of such duty/tax paid by the Service provider. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Service provider. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Service provider.

15. **Customs Duty / Excise duty.** NA

16. **Sales Tax / VAT.** NA

17. **Octroi Duty & Local Taxes.** NA

## Part IV

### SPECIAL CONDITIONS OF RFP

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

1. **Performance Bank Guarantee.** The bidder will be required to furnish a performance guarantee by way of bank guarantee for a sum equal to 10% of the value of contractor through a public sector bank or private sector bank authorized to conduct government business. Performance bank guarantee will be valid up to 60 days beyond the date of warranty. The specimen to PBG is given in Form DPM-15 available on MoD official website or can be requested from this Headquarters.
2. **Option Clause.** Within the currency of the contract, Buyer can exercise an option to engage upto an additional 50% of original contractor number of security personnel in accordance with the same and conditions of the present contract.
3. **Price enhancement/revision clause.** The rates of minimum wages for the head guards and security guards are been revised by the Government from time to time . Any enhancement/revision in the total value of the contract as a result of revision/enhancement promulgated by the Government Gazette will be taken up for revision as and when the revision takes place.
4. **Payment Terms for Indigenous Service providers.** It will be mandatory for you to indicate your bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT. A copy of form DPM-11 for receiving payment through ECS is available on MoD official website or can be requested from this Headquarters.
5. **Advance payments.** No advance payments will be made.
6. **Paying Authority.** The **DCDA (Navy), Fort St. George, Chennai - 600 009.** Payment of bills, payable on monthly basis, will be made on production of following documents:-
  - (a) Ink signed copies of Contingent bill/ service provider's bill and invoice / bill.
  - (b) Copy of sanction letter.
  - (c) Performance satisfactory certificate duly signed by Buyer's Representative.
  - (d) Attendance Sheet signed Supervisor and countersigned by Buyer Representative.
  - (e) Contract Period extension letter with CFA sanction and alongwith extension of PBG (wherever applicable).
  - (f) Details for electronic payment viz Account holder's name, Bank name and address, account type, account number, IFSC and MICR codes.
  - (g) Monthly Bank payment details for monthly payments made to security personnel employed during the contract.
7. **Inspection Authority.** The inspection will be carried out by the **Deputy Officer-in-Charge or any officer nominated by this Depot.** The mode of inspection would be Departmental/ User/ joint/ self-certification.

8. **Fall clause:-**

(a) The price charged for the services to be supplied under the contract by the Contract shall in no event exceed the lowest prices at which the contractor sells the services or offer to sell services of identical description to any person/ Organizations including the purchaser or any department of the Central government or any Department of State government or any statutory undertaking the central or state government as the case may be during the period till performance of all work order placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the contractor reduce the sale price, sells or offer to sell such services to any person/ organization including the purchaser or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract, the supplier shall forthwith notify such reduction or sale or offer to sale to the Commanding Officer, ICGS (D) of Supplies & Disposal and the price payable under the contract for the stores/ services of such reduction of sale or offer of the sale shall stand corresponding reduced. The above stipulation will, however, not apply to:-

(i) Sale of service at lower price on or after the date of completion of sale/ replacement of the order of service by the authority concerned under the exiting or previous contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertaking excluding joint sector companies and/ or private parties and bodies.

(c) The seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the contract – "We certify that there has been no reduction in price of the services of description identical to the stores/ services supplied to the Government under the contract herein and such services have not been offered/ sold by me/ us to any person/ organization including the purchaser or any Statutory Undertaking of the Central/ State Government as the case may be up to the date of bill/ the date of completion of supplies against all supply orders placed during the currency of the contract at price lower than the price changed to the government under the contract except of quantity of services under sub-clauses (i), (ii) and (v) of sub-para (b) above, details of which are given below:-

9. **Force majeure Clause:- NA**

10. **Risk & Expense clause**

(a) If the Service Provider fails to carry out on any day any of the work mentioned in Schedules or fail to provide personnel, without prejudice to any other right or remedy available under the law to the buyer on account of such breach, pro rata recovery alongwith penalty equal to 1% of the monthly charges per day will be recovered from the monthly bill of the Service Provider.

The quantum of recovery will be decided by the buyer which will be binding & final.

(b) The buyer will have the right to make good any shortfall in the services of the Service Provider at the risk and cost of the Service Provider, in addition to deduction of penalty mentioned above, from the monthly bill of the Service Provider or from the Performance Bank Guarantee.

(c) The buyer shall be entitled to deduct from the pending bills of the Service Provider all such sums of money as may be claimed by the buyer in terms of this Agreement. Any sum of money not covered by the amount of the said bills shall be liable to be deducted from the Performance Bank Guarantee.

(d) That the Service Provider shall provide the services of personnel as specified in the Schedule on all working days and on such other days as required by the buyer. In case any person fails to report for duty, the Service Provider shall depute an alternate person for performing duties. Failure by the Service Provider to deploy the number of persons as specified in the contract shall entail proportionate deduction from the amount of contract.

12. **Minimum Wages**:- The contractor should ensure payment of exiting minimum wages as per Minimum Wages Act, 1948 as revised from time to time to the conservancy staff deployed by him. No adherence to the Minimum Wages Act, 1948 will result in cancellation of the contract, forfeiting of EMD/PBG and appropriate administrative action. The contractor would be required to ensure payment to the manpower to be deployed by him for execution of the proposed security services at CGSD (CHN) contract as per the **exiting minimum wages promulgated by the Central Government.**

14. **EPF, ESI, EDLI**:- The amount of EPF, ESI, EDLI shall be quoted strictly as per prescribed Govt. rates. However payment for these statutory obligations will be made with monthly bills on production of documentary evidence to the effect that the same has been deposited by the Contractor in the concerned account of the individual security guard deployed on duty.

15. The Contractor shall also abide by the provisions of the Child Labour (Provisions and Regulation) Act, 1986.

16. The contractor shall pay to the labour employed by him wages as per the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Act, 1971.

17. The contractor shall fix the wages period not exceeding one month to make payment to the labourers employed by him and shall ensure payment before expiry of the 7<sup>th</sup> day after the last of the wage period.

18. The OIC CGSD(CHN) will nominate an authorized representative who will be present at the place and time of the disbursement of the wages and the Controller shall ensure the

disbursement of the wages in the presence of authorized representative. The place and time of disbursement shall invariably be in the work premises and during the working hours of the office and the same shall be intimated by the Contractor in advance. The bill for security services should be furnished alongwith the copy of wage roll countersigned by the OIC CGSD(CHN).

19. It shall be responsibility of the Contractor to issue employment card to each labour as per prescribed format and to maintain the muster roll, the wage register and other register as provided in the Contract Labour (Regulation and Abolition) Act.

20. The contractor shall arrange for such facilities as provided for the Contract Labor (Regulation and Abolition) Act for the welfare and health of the labour employed on the work.

21. The contractor agrees to indemnify the Customer against all claims for compensation by or on behalf of any workman employed by him in connection with this agreement for injury or death by accident under the Workman Compensation Act (Act VII of 1923).

22. **Police Verification** At all times contractor will be responsible to ensure that the workers engaged by him are security cleared by the police station of the workers residing area. The police verification certificate is to be submitted at least 10 days prior to the commencement of the contract. The contractor will also ensure that no person employed by him for the services has been/ is involved in any activity against the interest of state.

23. The Contractor shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. The OIC CGSD(CHN) shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of the contractors employees performing duties under this contract.

24. The contractor shall be obliged and solely responsible to comply with all statutory security requirements in respect of manpower engaged by the firm and the OIC CGSD(CHN) shall not be a party to any dispute arising out of such deployment by the contractor.

25. The manpower deployed by the contractor under this contract shall be the employee of the contractor and no circumstance shall ever have any claim of employment with OIC CGSD(CHN)

26. **Uniform:** The security staff deployed by the contractor shall be in distinct / neat uniform including Shirt/ Trouser alongwith cap and pair of canvas shoes for men, with logo of the firm embossed. The sample of the **uniform** is to be approved by the contract operating authority at least 10 days prior to commencement of the contract. In order to maintain neat and clean uniforms at all times at least two uniforms to be issued to employees per annum.

27. **Responsibility of payment of wages:-** The Contractor shall make payment to the contract labour employed on monthly basis under the contract in the presence of the OIC CGSD(CHN) or an Officer nominated by him in the premises of The OIC CGSD(CHN) on or before the 7<sup>th</sup> of every month on a date mutually convenient to both the parties. The payment in any case shall not be delayed beyond the 7<sup>th</sup> of the following month. In case the contractor fails to make payment of wages within the period or makes short payment, Indian

Coast Guard reserves the right to make payments to the contract labor by deducting from any amount payable to the contractor under any contract or as debt by the contractor.

28. **Registers and other Records to be Maintained**:- The registers and records that will be maintained by Contractor are as follows:-

- (a) Register for the persons employed/ deployed. The details in the register will be signed/ authenticated daily by the person deputed by The OIC CGSD(CHN)
- (b) Services Certificate is to be issued to every security guard on termination of employment for any reason.
- (c) Form or Register of Wages cum Muster Roll. The same will be countersigned by The OIC CGSD(CHN) or an officer appointed by him on the day the wages is paid in the presence of the representative of the Principle Employer.
- (d) Wage Slip which will be issued to each worker on the day of wages is paid in the presence of the representative of the Principle Employer.

29. **Warning clause**:- In case any complaint is received from users, the following penalty will be imposed in addition to deduction of amount equivalent to deficiency in manpower deployment/material supplied:-

- (a) First complaint - Written warning
- (b) Second & Third complaint - Written warning/ Show cause notice
- (c) Fourth & Fifth complaint - Deduction of ¼ amount of monthly bill
- (d) Sixth Complaint - Issue to show cause notice for termination of contract and PBG of the contract will be forfeited

30. **Duties and Responsibility of Security Staff**:-

The Supervisor will be overall responsible for the security arrangements of coast Guard assets at OIC CGSD(CHN)

- (a) he will regulate all the security guards for the duties and cater for the administration / logistics requirement including discipline, training, turnout and appearance. He will also make reports to the OIC CGSD(CHN) on daily basis on the timing promulgated.
- (b) Security Guards will be responsible for security arrangements for the Coast Guard assets where they have been deployed.
- (c) Security Guards will ensure that the instructions passed of the administration are strictly followed and there is no lapse of any kind.
- (d) No outsider or unauthorized personnel or material is allowed to enter in Coast Guard premises without proper Gate Pass issued by the Authorized Officer of the sector.



- (e) No items are to be allowed to be taken out without proper gate passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officer will be available with the security personnel.
- (f) The Security personnel employed should have police verification prior to their appointment to Coast Guard assets.
- (g) Deployment of Security Guards will be as per the instructions of the authorities of the OIC CGSD(CHN) and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.
- (h) Security personnel deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced.
- (j) The Security Guard will also take round for all the important and sensitive points of the premises of the Sector.
- (k) Security personnel shall also carry out door keeping duties.
- (l) The guards on duty will also take care of vehicles, scooters/ motorcycles/ cycles/ bicycle parked in the parking sites located within the premises of the Scooters.
- (m) Entry of the street-dogs and stray cattle's into the premises is to be prevented.
- (n) The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
- (p) It should be ensured that flower plants, trees, and grassy lawns area not damaged either by the staff or by the outsiders or by stray cattle's.
- (q) The Security Guards should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help fire fighting staff to extinguish the fire or in any other natural calamities.
- (r) In emergent situation, security staff deployed shall also participate as per their role defined in the disaster plan, if any, of the Department. Guards/ Supervisors should be sensitized for their role in such situation.
- (s) The Security Guards are required to display mature behavior, especially towards female staff and female visitors.
- (t) The Security Guards on duty shall not leave the premises until his reliever reports for the duty.
- (u) Any other provisions as advised by the OIC CGSD(CHN) may be incorporated in the agreement. The same shall also be binding on the contractor.

31. **Compliance of Labour Laws**:- The contractor shall fulfill all obligations under various labour laws in force regarding deployment of contract workers in respect of services provided under this contract.

32. **Penalty:-** The contractor will be penalized on the following occasions:-
- (a) Security Guard not reporting on duty. Double the amount of pay for absence day will be penalized from the contractor.
  - (b) Any theft occurred due to negligence of Security Guards. Contractor will be penalized for theft amount and has to pay the amount within 48 hrs to incident.

## **PART-V**

### **EVALUATION CRITERIA AND PRICE BID ISSUES**

1. **Evaluation Criteria.**

- (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFPz, both technically and commercially.
- (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
- (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:
  - (i) In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
  - (ii) In cases where both foreign and indigenous Bidders are competing, following criteria would be followed:
    - (aa) In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.
    - (ab) In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.
    - (ac) Sales tax and other local levies, ie. Octroi, entry tax etc. would be ignored in case of indigenous Bidders.
- (d) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such

stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty/VAT duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have, if any concession is available in regard to rate/quantum of customs duty/Excise Duty/VAT, it should be brought out clearly, Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

(e) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(f) The Lowest Acceptable Bid will be considered further for placement of contract after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts only to Bidders for being lowest in all the category of security personnel and, if it is convinced that Lowest Bidder is not in a position to fulfill the contract obligations in stipulated time the Buyer can do Apportionment of Quantity.

(g) Any other criteria. NA

2. **Price Bid Format.** The Price Bid Format is enclosed and the bidders are required to fill this up correctly with full details.

Thanking you,

Yours faithfully,



(P Vijayakumar)  
Deputy Commandant  
Logistics Officer  
for Officer-in-Charge



## **SUBMISSION OF TECHNICAL BID**

(To be submitted in a separate sealed envelope with all supporting documents)

### **FORMAT OF TECHNICAL BID**

#### **HIRING OF SECURITY SERVICES OF DGR SPONSORED / STATE REGISTERED SECURITY AGENCIES AT INDIAN COAST GUARD STORE DEPOT, CHENNAI**

The Technical Bid Format is given below and Bidders are required to fill this up correctly with full details.

<b><u>SI</u></b>	<b><u>Particulars</u></b>	<b><u>Specificati on of Items offered</u></b>	<b><u>Complianc e to RFP Specificati on whether Yes/No</u></b>	<b><u>In case of Non compliance, deviation from RFP to specified in unambiguous terms</u></b>
1.	Firms should have three years experience in providing security personnel (Head Guards and security Guards). Successfully completion/experience certificates issued by reputed firms / organizations / Govt debarments may be enclosed in support of this.			
2.	Audited balance sheet for past three years to be produced			
3.	Proof of registration of the Firms under Central / State Govt regulation / license of labor commissioner for providing security services.			
4.	Copy of Service tax registration certificate. Latest Income Tax/Service Tax clearance certificate with a PAN. Copy of income tax return for the last one year.			
5.	A certificate by service provider stating that rates for personnel engaged by the firm for meeting the security services are to be paid based on minimum wage rates fixed by the State/ UT Government, statutory dues such as EPF,ESI contribution, Admin charges EDLI etc			
6.	Whether firm registered with state govt. and /or sponsored by DGR. If yes ,documents/details to be produced			
7.	Proof of ESI and EPF registration to be attached			
8.	A copy of labour license to be attached			
9.	Earnest Money Deposit for the amount of Rs _____ in the form as mentioned in para-13 of this RFP part-I.			

10.	Certificate of the confirmation of the acceptance of the standard conditions of the Request for Proposal mentioned in Part III & IV of RFP, which will automatically be considered as part of the contract concluded with the successful bidder (i.e. service provider in the contract) as selected by the Coast Guard Store Depot(Chennai). Failure to do so may result in rejection of the bid submitted by the bidder.			
11	Certificate that the bidder is the original service provider of the services and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of his functionaries, whether officially or unofficially, to the award of the contract to the Seller, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation.			

THIS IS TO CERTIFY THAT I/WE BEFORE SIGNING THIS TENDER HAVE READ AND FULLY UNDERSTOOD ALL THE TERMS AND CONDITIONS CONTAINED HEREIN AND UNDERTAKE MYSELF/OURSELVES ABIDE BY THEM

Company Seal

(Signature of the Bidder)  
Name and Address  
(with seal)

Place. \_\_\_\_\_

Date. \_\_\_\_\_

**Note** - wherever documentary evidences have been asked for in the tender document, bidder is required to furnish copy of relevant documents alongwith the Technical bid. Buyer reserves the right to verify any/all documents at any time during pre-award and post-award period, which bidder will have to produce within specified time failing which or in case of providing incorrect information; the buyer reserves the right to take suitable action under provisions of the tender/contract.

**TECHNICAL QRs – OUTSOURCING OF SECURITY SERVICES****FORMAT OF CAPABILITY REPORT OF FIRMS**

(Factual information to be furnished by the Firms)

1	Name and registered address of the firm		
2	Name and address of the Proprietor / Managing Director of the firm.		
3	Telephone	Office	
		Fax	
4	Details of the organisation		
	(a)	Brief history	
	(b)	Present set up including past services Rendered to government organisations	
	(c)	Any future expansion	
	(d)	Financial position of the firm	
5	Whether the firm is		
	(a)	DGR Sponsored Agency?	
	(b)	Private Security Agency?	
6	In case of DGR Sponsored Agency		
	(a)	Empanelment No. & Seniority	
	(b)	Whether ESM Proprietor over Aged (> 60 years) ?	
	(c)	PAN Card No. of ESM	
	(d)	Is Commercial address of the Agency Within / near the place of duty?	
	(e)	Does the agency have	
	(i)	Service Tax Registration	
	(ii)	EPF Registration	
	(iii)	ESI Registration	
	(iv)	Labour Licence	
	(v)	Licence for operation in the state Issued by Tamil Nadu State Government Under PSARA Act 2005.	
	(f)	List of customers and no. of security guards being presently provided.	
	(g)	Whether 100% Ex-Servicemen are employed as security guards / supervisor?	

	(h)	Training program of security guards/supervisors.	
	(j)	Whether the firm complies with all the guidelines issued by DGR?	
7	In case Private Security Agency		
	(a)	Licence No. issued by the Controlling Authority under TN private Security Agencies Rules 2008.	
	(b)	Validity of the Licence	
	(c)	Does the agency have	
	(i)	Service Tax Registration	
	(ii)	EPF Registration	
	(iii)	ESI Registration	
	(iv)	Labour Licence	
	(d)	Training program of the Security Guards/supervisors	
	(e)	List of customers and no. of security guards being presently provided	
	(f)	No. of trained Private Security guards and Supervisors available with the Agency	
	(g)	Percentage of Ex-servicemen guards to be provided	
	(h)	Whether Agency maintains a Register Form VIII as prescribed by TN PSA Rules 2008?	
	(j)	Whether Agency mandates its security guards to put on uniform, if so details thereof	
	(k)	Whether Agency issues Photo Identity Cards to its security guards / Supervisors?	
	(l)	Whether the firm complies fully all the provisions of TN PSA Rules 2008?	

8. Any other information you may wish to provide.

Place :

Date :

Seal

Signature

Name

Designation



**PER HEAD RATE OF  
SUPERVISOR/SECURITY GUARD FOR ONE MONTH**

SI	Description	Supervisor (Without Arms)	Security Guard (Without Arms)
1.	Basic Wages plus Variable Dearness Allowances (VDA)		
2.	ESI [@4.75% on SI (01)]		
3.	EPF [@12% on SI (01)]		
4.	EDLI [@0.5% on SI (01)]		
5.	Administrative Charges [@0.65% on SI (01)]		
6.	Bonus (8.33 on Basic + VDA or Rs.7000/- whoever is higher)		
7.	Total		
8.	Relieving Charges {@1/6 of total quoted amount SI (7)}		
9.	Service Charges		
10.	Sub Total (7+8+9)		
11.	GST (As per Govt. order)		
12.	Total per head/per month		
13.	Total per month for 21 Security Guards & 01 Supervisor		
14.	Grand Total (Per month)		
15.	Total for 01 year (21 Security Guards + 01 Supervisor)		
16.	Rounded off		

Final Amount in words ( ) \_\_\_\_\_

**NOTE :**

- Basic wage will be highest of latest minimum wages promulgated by Central/State Govt./respective District Collector
- All allowance should be included in the final total.
- The final amount quoted will be for 01 supervisor and 21 unarmed security guards for twelve month period.
- Break up for rates should be as per the above format. Any bid without breakup is bound to be rejected.
- Nil service charges will not be considered.
- The rate of minimum wages if quoted as per Central Govt. order is should be for 26 days/month, as the minimum wages is inclusion of rest day wages.

(Signature of the Bidder)  
Name and Address  
(with seal)

