

Tel: 022- 24226689  
Reply should be addressed to  
The Commander

Headquarters  
No.2 Coast Guard District  
(Maharashtra)  
Worli PO  
Mumbai- 400 030

DHQ/449/13/05/17-18/ SECURITY

28 Mar 18

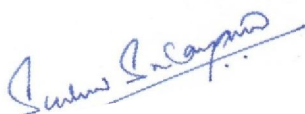
M/s \_\_\_\_\_  
\_\_\_\_\_

**REQUEST FOR PROPOSAL FOR**  
**OUTSOURCING OF SECURITY SERVICES**  
**FOR CGRHQ (W)/CGDHQ-2/CG ASSETS AT WORLI/ POWAI/**  
**BORIVALI/MALAD/PANVEL/BELAPUR AND FERRY WHARF AT MUMBAI**  
**FOR TWO YEARS**

1. Bids under **Two bid system** (Technical bid and Commercial bid separately) in separate sealed covers are invited for **OUTSOURCING OF SECURITY SERVICES FOR CGRHQ(W)/CGDHQ-2/CG ASSETS AT WORLI/ POWAI/ BORIVALI/ MALAD/ PANVEL/ BELAPUR AND FERRY WHARF AT MUMBAI FOR TWO YEAR** on **OTE basis** as described in this RFP. This rate contract is extendable further for period of **two years** on year-to-year basis subject to satisfactory performance of the contractor. Detailed scope of contract, terms and conditions for outsourcing of security services are listed in part –II of this RFP. Please superscribe the above-mentioned title, **RFP number and date of opening of the bids** on the sealed cover to avoid the bid being declared invalid. **Please also superscribe "Technical Bids and Commercial Bid" on the respective covers.**

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

- (a) Bids/queries to be addressed to : The Commander  
Headquarters,  
Coast Guard District-2  
Worli Sea Face  
Worli Colony, Worli  
Mumbai-30
- (b) Postal Address for sending the Bids : The Commander  
Headquarters,  
Coast Guard District-2  
Worli Sea Face  
Worli Colony, Worli  
Mumbai-30
- (c) Name/designation of the contact personnel : Comdt Sushma  
Logistics Officer, DHQ-2
- (d) Telephone numbers of the contact personnel : 022-24226689
- (e) E-mail ID of contact personnel : storeofficedhq2@gmail.com
- (f) Fax Number : 022-24366046



3. **Pre-Bid conference** A pre-bid conference will be held on **04 Apr 2018** at 1200 hrs in the Office of District Commander, CGDHQ-2 Mumbai to clarify any query of bidder regarding contents of the RFP. The firms interested in participation are required to depute their representative(s) to attend the conference alongwith authorisation letter. Minutes of pre-bid conference will be hoisted on CPPP and CG Website.

4. This RFP is divided into five Parts as follows:

a. **Part I** – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

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

c. **Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

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

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

5. **The Cost of tender is Rs. 1000/- (Rupees one thousand only) (non-refundable) and the bidders are requested to submit the same along with technical bid as per Appendix 'A' in the form of Demand draft** in favour of "Coast Guard District Headquarters No. 2 Public Fund" payable at Mumbai only (cash will not be accepted). The Buyer reserves the right to change or vary any part of the RFP issued at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage. Tender fees **NIL** for tender documents downloaded by bidders as rule 161(IV) GFR 2017.

6. **Acceptance of terms & conditions**. The tender shall clearly mention the following in their offer letter after fulfilling the details mentioned at Appendix 'A' and Appendix 'B' of this letter: "WE ACCEPT ALL THE TERMS AND CONDITIONS MENTIONED IN RFP NO 449/13/05/17-18/SECURITY DATED 28/03/2018 "



(Sushma Srimannarayana)

Commandant

Dist Logistics Officer

for Commander

No. 2 Coast Guard Dist. (Mah)

**REQUEST FOR PROPOSAL (RFP)**

**Part I – General information**

1. **Last date and time for depositing the Bids: 1000 Hrs on 11 April 2018**

The sealed Bids (both technical bid and Commercial bid, in two bid system) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids:** Sealed Bids clearly marking reference no and date on the envelope should be either dropped in the Tender Box marked as **The Commanding Officer, ICGS Mumbai** or sent by registered post at the consignee's address 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: 11 Apr 2018 AT 1500 hrs** (If due to any exigency, the due date for opening of bids is declared a closed holidays, the Bids will be opened on next working day at the same time or on any other day/time, as intimated by the Buyer).

4. **Location of the Tender Box: At ICGS Mumbai premises:** The tender box of **RED** colour is located in the Guard Room at main gate of RHQ(W)/ DHQ-2. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

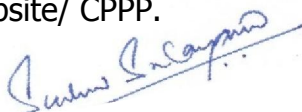
5. **Place of opening of the Bids: ICGS Mumbai.**

The 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:** In case of the Two-bid system, only the 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** – Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, GST / VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office. Copy of PAN no, and registration no of vendors also may be enclosed with bids.

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 through CG Website/ CPPP.



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.

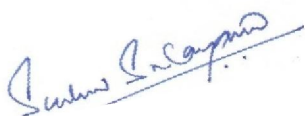
10. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered 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 till **120** days from the date of submission of the Bids.

14. **Earnest Money Deposit:- Bidders are required to submit Earnest Money Deposit (EMD) for sum of Rs. 12,00,000.00(Rupees twelve lakh only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-13 (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 for the same item/ range of products & goods or services 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. **EMD is to be submitted in the separate envelope along with Technical bid.**



## **Part II – Essential Details of Items/Services required**

1. **Schedule of Requirements** – List of items / services required is as follows:  
**(Name/Type of item/services/description of stores Qty required)**

(a) Outsourcing of security services for CGRHQ (W)/CGDHQ-2/CG assets at Worli/ Powai/ Borivali/Malad/Panvel/Belapur and Ferry Wharf at Mumbai for **two years** w.e.f. dated of engagement of security personnel against this contract.

(b) The category and number of guards in each location are as follows:-

<b>Sl.</b>	<b>Description</b>	<b>Qty</b>
<b>(i)</b>	<b>Security Supervisor (Highly Skilled Category)</b>	<b>04 Nos.</b>
<b>(ii)</b>	<b>Security Arms Guards (Highly Skilled Category)</b>	<b>09 Nos.</b>
<b>(iii)</b>	<b>Security Guard without Arms (Skilled Category)</b>	<b>48 Nos.</b>

<b>Sl.</b>	<b>Asset</b>	<b>Location</b>	<b>Requirement of Security Guards</b>
(a)	CGRHQ(W)	Worli Complex	02 Supervisor, 06 Armed Guard, 06 Security Guard
(b)	CGDHQ-2	Worli Complex	
(c)	Land at Worli	Worli	03 Security Guards
(d)	Land at Powai	Powai	03 Security Guards
(e)	Land at Powai	Powai	06 Security Guards
(f)	Land at Powai	Powai	03 Security Guards
(g)	Land at Borivali	Borivali	06 Security Guards
(h)	Malad Land	Erangal Village, Malad	03 Security Guards
(j)	Land at Panvel	Panvel	03 Security Guards
(k)	Land at Palm Beach Road	Belapur	01 Supervisor (for Panvel, Belapur Hoverport and Malad land) + 03 Security Guards
(l)	Hover Port	Belapur	03 Armed Guards+ 06 Security Guards
(m)	CGPRT(W)	Bhaucha Dakka, Ferry Wharf	01 Supervisor 06 Security Guards

**Note : i).** **Minimum wages, VDA, ESIC, EPF, EDLI, HRA, Bonus, Uniform Allowances, reliving charges (LWW), Service Charges of security agency and taxes are to be reflected separately in the bid.**

(ii) The **Security Guards without arms** will be considered under the **skilled category**. Further, **Supervisors and Security Armed Guards** will be considered under the **Highly skilled category**.

(iii) The **Supervisors and Security Armed Guard** are to be compulsory trained **Ex-servicemen** from **Armed forces, Police & other Para military services**.

*Suresh Salapure*

iv). **The Commander, No.2 Coast Guard District Headquarters reserves the right to reduce the no. of personnel as required with due intimation.**

2. **Technical Details:** As per Appendix 'A' and Annexure-I

3. **Two Bid System** – The quotation must be submitted by the bidder under the Two Bid System i.e., Technical Bid and Commercial Bid to be submitted in separate sealed covers as per the formats at **Appendix-'A'(including Annexure-I) and Appendix-'B'** respectively. **All the documents mentioned in Appendix-'A'(including Annexure-I) should be enclosed alongwith the Technical bid.** No document is to be enclosed alongwith the Commercial Bid. The bidders are required to submit clause by clause compliance of RFP conditions bringing out clearly the deviations from the clauses, if any, as per **Annexure- I** to Appendix 'A' along with Technical bid.

4. **Contract Period.** Contract period for the contract would be **two years** from the date of signature of both the parties on the contract. Please note that the Buyer can cancel the Contract unilaterally in case services are not received as per the terms and condition of the contract. Delay in execution of the contract i.e. delay in providing the services will be at the sole discretion of the Buyer, with applicability of LD Clause. This rate contract is extendable further for period of **two years** on year-to-year basis subject to satisfactory performance of the contractor and on mutual concern of both parties with same terms and conditions. **The total contract period will be for four years post extension i.e. initial period 02 years + 1<sup>st</sup> extension (for 01 year) + 2<sup>nd</sup> extension (for 01 year).** Also, while extending the existing rate contract, it shall be ensured that there is no downward trend in prices in the market.

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

6. **Consignee details.** As follows

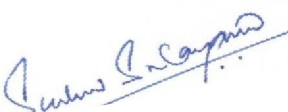
**The Commander  
Headquarters  
No.2 Coast Guard District (Maharashtra)  
Worli Sea Face PO, Worli Colony  
Mumbai- 400 030**

7. **Eligibility Criteria:-** The firm should have following eligibility criteria/ valid documents for submitting the tenders:

a) **Technical Parameters**

i) The Contractor should have a **valid license under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971** at the time of bidding and continues to hold it till completion of the contractual period.

ii) The bidder may be a proprietary firm, partnership firm, limited Company, corporate body legally constituted and must possess the valid licenses under the **Private Security Agencies (regulation) Act 2005 (PSARA)**. The bidder should have the registered office and have valid license to provide security services at Mumbai. **The bidder should have also valid license to provide armed security guards. Copy to be enclosed alongwith the Technical bid. Further, armed guards should be**



**trained for handling of weapon and should have a valid license to carry such weapon.**

iii) **ESIC/ EPF Registration Certificate** The bidder should furnish attested copies of ESIC Registration certificate and EPF Registration certificate.

iv) **Past Experience** The firm should have experience of atleast 03 years in providing Security services in State/Central Govt. Dept/PSUs/reputed MNCs/ Private organizations and not been black listed any time. Copies of such contracts and satisfactory completion report from the concerned organization should be attached with the technical bid.

v) 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.

vi) The bidder, to qualify for the award of contract, shall submitted 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 by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

vii) 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.

viii) Bidder or members of a partnership, joint venture or consortium shall submit a **copy of PAN card** under the Income Tax Act of such understanding.

ix) Bidder must submit copies of all document required, duly self attested, along with technical bid of the tender.

x) 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, middleman or any intermediary has been, or will be,

*Sankar S. Sankar*

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 construed 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 apartment subsequently finds to the contrary, the Department reserves the right to declare the bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

xi) Canvassing or 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 measures.

xii) The firm should have **valid Services Tax Registration/ GST number**. Copies of such registration certificate(s) should be attached with technical bid.

xiii) **Work Force** Firm should have skilled work force not less than the number equal to the actual requirement indicated in RFP.

## b) **Financial Parameters**

i) **EMD Contract** EMD as mentioned at Para 14 of part –I of RFP is to be deposited alongwith the technical bid.

ii) **Balance sheet and profit and loss Statement** The firm shall have minimum average annual turnover of Rs. One Crore in last three financial years. Copies of audited balance sheet and profit and loss account of last three financial years duly certified by auditors / CA to be attached with the technical bid.

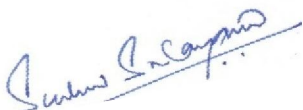
iii) **Income Tax Details** The firm are required to submit last three year income tax details.

iv) **PBG/Security Deposit Amount** The L1 bidder is required to submit minimum 10% amount of the total contract value as PBG within 30 days from the date of contract agreement.

## c) **Statutory Parameters**

i) The contractor shall pay wages to the security staff employed by him as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971.

ii) The Contractor shall also abide by the provisions of the child Labour (Provision and Regulation) Act, 1986.





iii) **Minimum wages** The contractor should ensure payment of existing minimum wages as per Minimum Wages Act, 1948 as revised from time to time for the Security staff deployed. Non-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 contract as per the exiting minimum wages promulgated by the **latest order publish from Office of Chief labour Commissioner, Ministry of Labour & Employment, Govt. of India, New Delhi, on the subject.**

iv) **EPF, ESIC, EDLI.** The amount of EPF, ESIC, and EDLI shall be quoted strictly as per prescribed Govt. rate. 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.

v) The Contractor shall fix the wage period not exceeding one month to make payment to the Security personnel employed by him and shall ensure payment before expiry of the 10<sup>th</sup> day after the last of the wage period.

vi). The Commander, DHQ-2 will nominate an authorized representative who will be present at the place and time of the disbursement of the wages and the Contractor shall ensure the disbursement of the wages in the presence of the authorized representative. The place and time of disbursement shall invariably be in the work premises and during the working hours of the office.

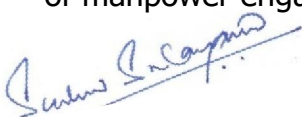
vii). It shall be the responsibility of the Contractor to issue employment card ( Identity Card) to each security staff as per prescribed format and to maintain the muster roll, the wage register and other register as per the contract labour (Regulation and Abolition) Act.

viii). The Contractor shall arrange for such facilities as provided for in the Contract Labour (Regulation and Abolition) Act for the welfare and health of the Security staff employed on the work.

ix). The Contractor agrees to indemnify the Customer against all claims for compensation by or on behalf of any security staff employed by him in connection with this agreement for injury or death by accident under the Workman Compensation Act (Act VIII of 1923).

x). **Police Verification** At all times, the contractor will be responsible to ensure that, the Police verification regarding verification of character and antecedence for security guards engaged by him is undertaken by the Police Station of their (Security guards) residential area. Police verification is to be submitted at least 10 days prior to 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 the state.

xi). The Contractor shall be responsible for all commissions and omissions on part of manpower engaged for purpose. The Commander DHQ-2 shall not be responsible



in any manner whatsoever, in matters of injury/death/health issues etc. of the contractor's employees performing duties under this contract.

xii). The contractor shall be obliged and solely responsible to comply with all statutory security requirements in respect of the manpower engaged by the firm and The Commander, DHQ-2 shall not be a party to any dispute arising out of such deployment by the contractor.

xiii). The manpower deployed by the contractor under this contract be the employee of the contractor and in no circumstance shall ever have any employment with the Commander DHQ-2.

xiv). **Uniform.** The security staff deployed by the Contractor shall be in distinct/neat **uniform including shirt/trouser alongwith cap, I-Card, name plate, Belt and pair of Black leather shoes for men, with logo of the firm embossed.** Samples of the uniform are 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 set of uniforms** to be issued to employees per annum. **Monsoon gears (Raincoats and umbrellas) are to be provided during rainy season. One pair of Ceremonial Dress for Ceremonial Occasions is also compulsory.**

xv) **Other accessories** All the Security staff including supervisors are to be well equipped with hand held torches, Batons, whistle, mobile phones, etc. for the purposes which shall be provided by the security agency. Search light may also be provide for night surveillance.

xvi). **Responsibility of payment of wages.** The contractor shall make payment to the security staff employed on monthly basis under the contract in the presence of Commander DHQ-2 or an officer nominated by him in the premises of Commander DHQ-2 on or before the 10<sup>th</sup> of every of month or on a date mutually convenient to both the parties. The payment in any case shall not be delayed beyond the 10<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 labour by deducting from any amount payable to the contractor under any contract or as debt payable by the contractor.

xvii). The **registers and records** that will be maintained by Contractor (section 29 of CLRA-1970) are as follows:

(aa) Register of person Employed/ deployed on form XIII of CLRA - 1970. The details in register will be signed/ authenticated daily by a person deputed by Commander DHQ-2.

(ab) Employment card on form XIV within three days of employment of each worker.

(ac) Service Certificate on form XV is to be issued to every security guard on termination of employment for any reason.

(ad) Form of Register of Wages-Cum-Muster Roll as per form XVII of CLRA-1970. The same will be countersigned by Commander, DHQ-2 or an officer

*Santosh Salapure*

appointed by him on the day the wages is paid in the presence of the representative of the Principal Employer.

(ae) Wages Slip as per form XIX of CLRA-1970, which will be issued to each worker on the day the wages is paid in the presence of the representative of the Principal Employer.

(af) Any other register/record required by labour Commissioner time to time.

xviii) **Scope of the Contract:** The Contractor shall provide **04 supervisors, 09 Security armed Guard and 48 Security guards without arms** as per the detail mentioned at Para 1 of Part-II of RFP, without break on all 365 days of the year including Gazetted holidays. Contractor shall provide the security staff as per the standards mentioned below:

(aa) The **Supervisors and Security Armed Guard are to be compulsory trained Ex-servicemen from Armed forces, Police & other Para military services.**

(ab) The **Security Guards without arms** will be considered under the **skilled category**. Further, **Supervisors and Security Armed Guards** will be considered under the **Highly skilled category**.

(ac) **The personnel recruited for security services should be trained enough to carry out the job of a security Guard (with or without arms)/ supervisor. They should be well built and should be having adequate expertise/experience for the security duties. The employing agency should ensure regular training and fitness of the security personnel.**

(ad) **All Security guards and Supervisors should be Male and be major i.e. more than 18 years of age. All the guards/supervisors should not be more than 55 years of age. Further, in case of ex-servicemen, age of the security personnel at the time of commencement of contract should not be more than 57 years.**

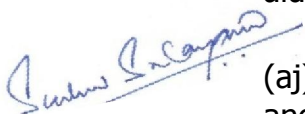
(ae) **All the guards/supervisors should be physically and medically fit and mentally alert.**

(af) **All armed guards should be trained for handling of weapon and should have a valid license to carry such weapon.**

(ag) Supervisors and Security Guards shall be literate, well conversant with Hindi/English (read and write) and local language and must be in a position to understand and carry out security duties.

(ah) Security personnel to be employed under the agreement shall be suitably trained by the security agency in duties concerning firefighting, first aid, natural calamities, etc also.

(aj) All guards should be bona-fide Indian citizens and with high integrity and morale value. The security agency shall maintain records of attendance, leave roster and other relevant information of the guards.



xix) **Duties and Responsibility of Security Staff**

(aa) The Security Guards will be responsible for overall security arrangement for Coast Guard assets at Mumbai and will ensure security of all movable and immovable property.

(ab) Security Guards will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.

(ac) The Security Guards will also take rounds of all the important and sensitive points of the premises as specified by the Security Officer, No. 2 Dist. Headquarter, Coast Guard.

(ad) No items are allowed to be taken out without Gate Passes issued by the competent officer as laid down in the contract or authorized by the employer for in-out movement of store. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.

(ae) The Security personnel employed should have police verification prior appointment.

(af) Deployment of Security Guards will be as per the instruction of the authorities of the Executive Officer, No. 2 Dist. Headquarter, Coast Guard and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.

(ag) 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.

(ah) The intimation of any trespassing loss/theft, fire or abnormal incident is to be made to the Commander, Coast Guard Dist. Headquarters No. 2.

(aj) The Guards on duty will also take care of vehicles, scooters/motor cycle/bicycle parked in the parking sites located within the premises.

(ak) To switch on/off security lights and report any defect therein.

(al) Entry of the street-dogs and stray cattle into the premises is to be prevented.

(am) The Guards on patrol duty should take care of all water taps, valves, water hydrants, etc. installed in the open area of the premises.

(an) It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.

(ap) The Security Guards should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the

*Sudhanshu B. Chavan*

spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.

(aq) In emergent situations, 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 situations.

(ar) To check the identity of guests/visitors desirous of visiting the officers/staff.

(as) The security supervisor is to ensure that guest / visitors are permitted through main gate only when authorized persons accompany them.

(at) The Security Guards are required to display mature and polite behavior, and extend courtesy towards female staff and female visitors.

(au) The Security Guards on duty shall not leave the premises until his reliever reports for duty.

(av) Supervisor shall be available at main gate from 0830 Hrs to 18.30 Hrs with one hour break at lunch time. During this shift he has to regulate/maintain the movement of the personnel / material and vehicles smoothly.

(aw) Frequent changes/ transfers of watch and ward staff should be immediately reported to the COMMANDER, coast Guard Dist. Headquarters No. 2.

(ax) The security Agency will not allow or permit their employees to participate in any trade or activities as agitation in the premises of the Coast Guard Dist. Headquarters No. 2., Worli, Mumbai. The agency will be responsible for the discipline, loyalty and good conduct of all their guards and will ensure that their personnel do not join any union.

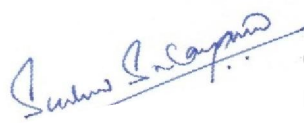
(ay) The security agency shall attend to all complaints / suggestions given by the Commander Coast Guard Dist. No. 2 or his authorized representative and comply with them as early as possible to the satisfaction of the Commander Coast Guard Dist. Headquarters No. 2.

(az) All personnel including supervisors and their bag and baggage connected with security arrangement shall be liable for physical check both at the time of entry and exit by the Commander, Coast Guard Dist. Headquarters No. 2 or any persons nominated by him.

(ba) Any theft or damages caused by the security agency employee shall be borne by the security agency and will be liable for investigation of the matter.

(bb) That no security staff consume liquor or is in intoxicated condition while on duty. They will have no facility / amenities that are extended to the coast guard personnel and their families and security agency may make their own arrangement for the same at their own cost.

(bc) The Commander Coast Guard Dist. Headquarters No. 2 will not be responsible for any injury or loss of life or limb of the security personnel that may take place while on watch and ward duties. Any expenditure towards



treatment of such injury or loss of life or limb shall be the sole responsibility of the security agency.

(bd) The security agency will take responsibility to change the security personnel on demand by the Commander Coast Guard Dist. Headquarters No. 2 within 24 hours if the allotted personnel detailed for security duties commits following acts:-

- (i) Sleeping while on duty
- (ii) Negligent performance of duty
- (iii) Disobedience
- (iv) Dishonestly
- (v) Indulging in illegal activity, which may jeopardize the interest and security of Coast Guard.

(be) The security agency will also undertake to change the guards physically to prevent them from becoming familiar with the people living / working at the site under preference.

(bf) The supervisor from security agency shall carry out surprise check at the site during day and night in order to check the performance of the security personnel. The report shall be rendered to the Duty Officer, Coast Guard Dist. Headquarters No. 2 every night at 2030 Hrs.

(bg) The security agency shall maintain the attendance register which shall be checked and countersigned weekly by the Executive Officer, Coast Guard Dist. Headquarters No. 2.

(bh) Security personnel shall also carry outdoor keeping duties as an when specially asked for during special occasions like social/official functions, conferences, VIP visits, etc .

(bj) The security orders regarding mobile phone security may also be ensured.

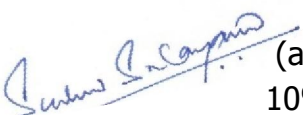
(bk) Any other provisions as advised by the Security Officer, No. 2 Dist. Headquarter, Coast Guard may be incorporated in the agreement. The same shall also be binding on the service provider.

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

xxi) **Penalty Clause:** In case any complaint is received from the users, the following be followed:-

(aa) **Uniform:** A penalty of Rs. 100.00 per head per day will be levied for non wearing of proper uniform as approved by Contract Operating Authority and the same will be deducted from monthly bills of the contractor.

(ab) **Punctuality:** In case of late reporting of any security guard a penalty @ 10% of the daily contract value will be recovered from the contractor from monthly bill.



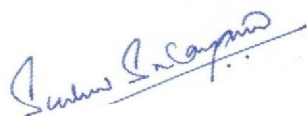
(ac) **Performance:** Any sub-optimal / short fall in providing requisite manpower/ services noticed a penalty @25% of the daily contract value will be recovered.

(ad) The customer shall be entitled to deduct from the pending bills of the contractor all such sums of money as may be claimed by the govt. in terms of herein mentioned as clause of the agreement.

(ae) 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 of the incident.

xxii). **Warning Clause.** In case any complaint is received from user, the following penalty will be imposed in addition to deduction of amount equivalent to deficiency in manpower deployment/material supplied:

- |      |                          |   |   |
|------|--------------------------|---|---|
| (aa) | First Complaint          | - | Verbal Warning.   |
| (ab) | Second & Third complaint | - | Written Warning/Show cause notice.  |
| (ac) | Fourth & Fifth complaint | - | Deduction of ¼ amount of the monthly bill.  |
| (ad) | Sixth Complaint          | - | Issue of show Cause notice for termination of contract and PBG of the contract will be forfeited. |



### **Part III – Standard Conditions of RFP**

**The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of 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:** Normally, the contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) except when some other effective date is mutually agreed to and specifically indicated/ provided in the contract which shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and 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. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

4. **Penalty for use of Undue influence:** The Contractor 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 for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission :** The seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores / provider of the services referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in the any way to recommended to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the



contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The seller agrees that if it is established at any time to the satisfaction of the buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual / firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply contract with the Government of India for a minimum period of 5 years. The buyer will also have right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the seller who shall in such and event be liable to refund all payment 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 included earlier with the Government of India.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees, and Documents, supply the stores/goods and conduct trials, installation of equipment, **Security services**, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the CONTRACTOR as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores / services.

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

- (a) Seller is unable to meet the requirement of security Guards asked by this Office frequently.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) Non payment of wages to security guards in time i.e. last working day of the following month despite repeated warnings.
- (d) Non payment of PF dues to the security guards, despite repeated warnings.
- (e) Misbehaviour with any official of this office by him on his employees.
- (f) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (g) As per decision of the Arbitration Tribunal.

*Suresh S. Singh*

- (h) Non submission of PBG within stipulated time.
- (j) Non compliance to the terms and conditions of contract agreement.
- (k) Upon buyer's discretion after giving 30 days notice without assigning any reason whatsoever.

10. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

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

12. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

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

14. **Taxes and Duties:**

(a) **In respect of Foreign Bidders: Blank**

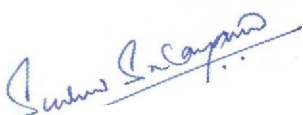
(b) **In respect of Indigenous bidders**

(i) **General**

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

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

3. Any changes in levies, taxes and duties levied by Central / State / Local governments such as excise duty, VAT, Service tax, Octroi / entry tax , GST etc on final product upward as a result of any statutory



variation taking place within contract period shall be allowed reimbursement by the Buyer to the extent of actual quantum of such duty / tax paid by the Seller. Similarly, in case of downward revision in any such duty / tax, the actual quantum of reduction of such duty / tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc., If any obtained by the Seller. Section 64-A of Sales of Goods Act will be relevant in this situation.

4. Levies, taxes and duties levied by Central / State / Local Governments such as excise duty, VAT, Service, Octroi / entry Tax, GST, etc on final product will be paid by the Buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.

ii) **Custom Duty: NA**

iii) **Excise Duty - NA**

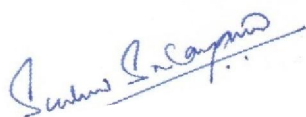
iv) **GST**

(1) If it is desired by the Bidder to ask for GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of tax and no liability of tax will devolve upon the Buyer.

(2) On the Bids quoting GST, the rate and nature of GST applicable at the time of supply of services should be shown separately. GST 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 liable to tax and the same is payable as per the terms of the contract.

v) **OCTROI duty & Local taxes: As applicable, if any**

15. **Pre-Integrity Pact Clause: 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 Contractor in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.**

1. **Performance Guarantee:**

(a) **Indigenous cases.** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

(b) **Foreign cases:** **NA**

2. **Option Clause:** This contract has an Option Clause, wherein the Buyer can exercise an option to hire an additional 50% of the hired Security staff in the original contracted quantity (Nos of staff) in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. **Repeat Order Clause:** **NA**

4. **Tolerance Clause:** – To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right upto **25 % plus/minus** increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and unit price quoted by the Seller. While awarding the contract or till the duration of the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

5. **Payment Terms for Indigenous Sellers:** - It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:

(a) 100% payment on post monthly basis after successful execution of the job order issued against the Rate contract during the period and acceptance by the user.

(b) Amount of LD risk Expenses/penalty etc, if any will be deducted from the billing amount.

(c) **Payment of Bills:-** Monthly bills for bonafide use of security personnel to be submitted by the contractor along with attendance sheet latest by the 3<sup>rd</sup> day of the subsequent month to Store Office, alongwith the requisition issued. Payment will be made through **PCDA (Navy) Coast Guard Section, No.1 Coopers road, Mumbai – 400 005** subject to timely submission of bills by the contractor.

6. **Payment terms for Foreign Sellers:** NA

7. **Advance Payments:** No advance payment(s) will be made of any kind. The

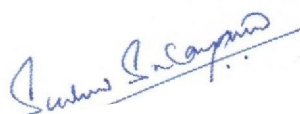
8. **Paying Authority:**

(a) **Indigenous Sellers:** (Name and address, contact details). The payment of bills will be made through PCDA (N), Mumbai on submission of the following documents by the Contractor to the Paying Authority along with the bill:

- (i) Ink-signed copy of contingent bill / Seller's bill.
- (ii) Ink-signed copy of commercial invoice / Seller's bill.
- (iii) Copy of Supply Order / Contract with U.O number and date of IFA's concurrence, where required under delegation of powers.
- (iv) CRVs in duplicate.
- (v) Inspection note.
- (vi) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment of EPF / ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (vii) Exemption certificate for Excise duty / Customs duty, if applicable.
- (viii) Bank guarantee for advance, if any.
- (ix) Guarantee / Warranty certificate.
- (x) Performance Bank guarantee / Indemnity bond where applicable.
- (xi) DP extension letter with CFA's sanction, U.O. number and date of IFAs concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- (xii) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order / contract).
- (xiii) Any other document / certificate that may be provided for in the Supply order contract.
- (xiv) User Acceptance.
- (xv) Xerox copy of PBG.

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

(b) **Foreign Sellers-NA**



9. **Fall clause** - The following Fall clause will form part of the contract placed on successful Bidder –

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the contractor sells the stores or offers to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of the state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Dept. 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, he shall forthwith notify such reduction or sale or offer of sale to the purchaser / Contracting Authority and Director General of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:--

(i) Exports by the Seller

(ii) Sale of goods as original equipment at a price lower than the prices charged for normal replacement.

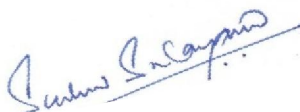
(iii) Sale of goods such as drugs which have expiry dates.

(iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government Depts., including their undertakings excluding joint sector companies and/or private parties and bodies.

(c) The Sellers shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or 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 Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores / categories under sub-clauses (i),(ii) and (iii) of sub-Para (b) above details of which are given below - .....”.

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

11. **Risk & Expense clause –**



1. Should the stores/ services or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, or the delayed delivery of the services the Buyer to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

2. Should the stores / services or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

~~3. In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-~~

~~(a) Such default.~~

~~(b) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.~~

~~4. Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.~~

12. **Force Majeure clause:**

a. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

e. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

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13. **Buy-Back offer** – NA
14. **Specification**: The Specification as per **Para 7 (c) (xix) Part-II of RFP (Duties and responsibilities of security staff)** which will form part of the contract placed on successful Bidder.
15. **OEM Certificate**: NA
16. **Export License**: NA
17. **Earliest Acceptable Year of Manufacture**: NA
18. **Buyer Furnished Equipment**: -NA-
19. **Transportation**: Transportation of the security staff from their residence to the place of the duty will be the responsibility of the security agency and this headquarters is not liable for such queries / facilities.
20. **Air lift**: NA
21. **Packing and Marking**: NA
22. **Quality**: As per **Para 7 (c) (xviii) Part –II of RFP (Scope of the Contract)**.
23. **Quality Assurance**: ~~Seller would provide the Standard Acceptance Test Procedure (ATP) within one month of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.~~
24. **Inspection Authority**: The Inspection will be carried out by user unit. The mode of inspection will be through verbal interaction, surprise visit of buyer for physical presence of security Guards and Medical.
25. **Pre-Dispatch Inspection** - NA
26. **Joint Receipt Inspection**: NA
27. **Franking clause** – NA
28. **Claims**: NA
29. **Warranty**–

(a) The following Warranty will form part of the contract placed on the successful Bidder for security services:

(i) Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles / services sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The Seller hereby guarantees that the said goods/stores/articles/services would continue to conform to the description and quality aforesaid for a period of 12 months from the date of

*Santosh S. Sanyal*



delivery of the said goods stores/articles/services to the Buyer or 15 months from the date of shipment/dispatch from the Seller's works whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles/services, if during the aforesaid period of 12/15 months the said goods/stores/articles/services be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles/services or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles/services rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

(ii) Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.

(iii) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the latter may undertake the balance of the lifetime requirements.

(iv) Warranty to the affect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.

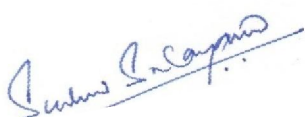
30. **Product Support: NA**

31. **AMC Clause: NA**

32. **ESP Clause: NA**

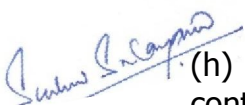
33. **Price Variation Clause:** Applicable subject to revision of Govt. orders/policies on basic minimum wages or its component (in terms of wages increased or decreased by Govt. of India).

34. **Extension of Contract:** This rate contract is extendable further for period of **two years** on year-to-year basis subject to satisfactory performance of the contractor and on mutual concern of both parties with same terms and conditions. **The total contract period will be for four years post extension i.e. initial period 02 years + 1<sup>st</sup> extension (for 01 year) + 2<sup>nd</sup> extension (for 01 year).** Also, while extending the existing rate contract, it shall be ensured that there is no downward trend in prices in the market.



## **Part V – EVALUATION CRITERIA & PRICE BID ISSUES**

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:
  - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, 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 equipments 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 given at Appendix "B". The consideration of taxes and duties in evaluation process will be as follows :
    - (i) In cases where only Indian Bidders are competing, L1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/Local govt. Such as excise duty, Vat, Service tax, GST, Octroi/entry tax, etc on final products as quoted by bidders.
    - (ii) In cases where both foreign and indigenous Bidders are competing, following criteria would be followed :-
      1. In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.
      2. In case of indigenous Bidders, exercise duty on fully formed equipment would be offloaded.
      3. Sales tax and other local levies, i.e octroi, entry tax etc would be ignored in case of indigenous Bidders.
  - (d) Deleted as per amendments to DPM 2009.
  - (e) In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC selling rate of State Bank of India on the date of the opening of price Bids.
  - (f) 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**.
  - (g) The Buyer reserves the right to evaluate the offers received by using Discounted Cash flow method at discounting rate of   --   %. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rates as BC Selling rate of the State Bank of India on the date of the opening of Price Bids.
  - (h) The lowest Acceptable Bid will be considered further for placement of contract/Supply Order after clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being



lowest in particular items. The Buyer also reserves the right to do **Apportionment of Quantity**, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

(j) Any other criteria as applicable to suit a particular case.

**2. Price Bid Format ( to be used for L-1 determination): The Price Bid Format is given at Appendix "B" and bidders are required to fill this up correctly with full details, as required under part –II of RFP. Further bidders are requested to pay attention to following additional points while filling up commercial bid:**

(a) Commercial bids of only those firms will be opened, whose Technical bids are found compliant /suitable after Technical evaluation is done by the Buyer.

(b) No document is to be enclosed alongwith the Commercial Bid.

(c) Bidders are to send their commercial bids in the prescribed format (Appendix "B" to RFP) only, failing which their offers will be rejected.

(d) Bidders quoting lesser or higher wages, taxes, etc than the prescribed central govt. rates will be rejected.

(e) **All columns of the Commercial bids shall be filled in by the bidder and no column should be left blank. If any column is left blank ( unresponsive section) , it will be loaded by the amount quoted by the highest bidder for that particular column for comparison of rates.**

(f) Unnecessary inflated or deflated bids may be avoided.

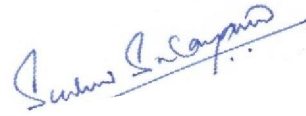
(g) The buyer reserves the right to reject any fictitious quotes which are found to be unreasonably low

(h) **Any quotation below 50% of service charges fixed by the board of Officers will be rejected commercially. The reasonable service charges will be announced at the time of opening of Commercial bid. L-1 firm will be decided based on lowest service charges quoted among accepted bids.**

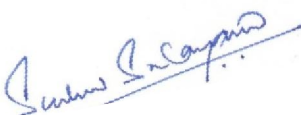
**3. Additional information in Price Bid on Taxes and Duties not in scope of L1 determination)**

(a)	Is Excise Duty extra?
(b)	If yes mention the following :- (i) Total Value of items on which Excise Duty is leviable. (ii) Rate of Excise Duty (item wise if different ED is applicable) (iii) Surcharge on Excise Duty, if applicable ? (iv) Total Value of excise duty payable;
(c)	Is Excise Duty Exemption (EDE) required :
(d)	If yes then mention and enclose the following: (i) Excise notification number under which EDE can be given
(e)	Is VAT extra ?
(f)	If yes then mention the following : (i) Total value on which VAT is leviable : (ii) Rate of VAT : (iii) Total value of VAT leviable :

(g)	Is service Tax Extra ?
(h)	If yes, then mention the following (i) Total value of services on which Service tax is leviable (ii) Rate of service tax leviable : (iii) Total value of Service Tax leviable:
(j)	Is custom Duty Exemption (CDE) required :
(k)	If yes then mention the following : (i) Customs notification number under which CDE can be given (enclose a Copy) (ii) CIF value of stores to be imported : (iii) Rate of Customs Duty payable. (iv) Total amount of customs Duty payable.
(l)	Octrai / Entry taxes.
(m)	Any Other taxes /Duties /GST/Overhead/Other costs:



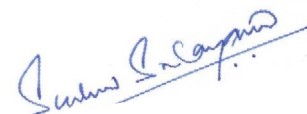
(Sushma Srimannarayana)  
Commandant  
Dist Logistics Officer  
For District Commander



**FORMAT FOR SUBMISSION OF TECHNICAL BID****OUTSOURCING OF SECURITY SERVICES  
FOR CGRHO (W)/CGDHO-2/CG ASSETS AT WORLI/ POWAI/  
BORIVALI/MALAD/PANVEL/BELAPUR AND FERRY WHARF AT MUMBAI  
FOR TWO YEARS**

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

<b><u>SL</u></b>	<b><u>TENDER NO.:</u></b>	<b><u>TENDER DATE:</u></b>
1	NAME & ADDRESS OF THE BIDDER:	
2	REGISTERED ADDRESS OF THE FIRM	
3.	COMMUNICATION ADDRESS OF THE FIRM	
4.	OFFICE TELEPHONE NO, FAX AND EMAIL ADDRESS	TELEPHONE NO :  FAX NO :
5	<b><u>Questionnaires:- (eligibility criteria )</u></b>	<b><u>Answer</u></b>
(a)	Status of firm(Proprietorial /Pvt Ltd/Any other (attached Article of association/memorandum of association	<b>YES / NO</b>
(b)	Is the firm registered with govt / PSU	<b>YES / NO</b>
(c)	Proof of License under CLRA - 1970 and 1971	<b>YES / NO</b>
(d)	Proof of license PSARA (Private Security Agency Regulation Act 2005)	<b>YES / NO</b>
(e)	Proof of ESI registration	<b>YES / NO</b>
(f)	Proof of EPF registration	<b>YES / NO</b>
(g)	Past similar experience in Govt organization/semi GOVT	<b>YES / NO</b>
(h)	Any order from government agencies	<b>YES / NO</b>
(i)	Copy of PAN Card	<b>YES / NO</b>
(k)	Copy of service tax / GST registration	<b>YES / NO</b>
(l)	Does the firm have required number of personnel as advertised to meet the eligibility to meet this contract	<b>YES / NO</b>
(m)	EMD Submitted for <b>Rs. 12,00,000.00 (Rupees twelve lakh only)</b> as per RFP	<b>YES / NO</b>
(n)	Audited balance sheet of last three years.	<b>YES / NO</b>
(p)	Annual turnover for three years (attach proof).	<b>YES / NO</b>
(q)	IT Returns for three years.	<b>YES / NO</b>
(r)	Under taking by the firm to pay their employees as per minimum wages act.	<b>YES / NO</b>
<b><u>NOTE:</u></b> bidder is requested to fill in the details , tick ( ) the relevant option and enclosed the documents. enclose this check of list in technical bid		



(A) THIS IS TO CERTIFY THAT I/WE BEFORE SIGNING THIS TENDER HAVE READ AND FULLY UNDERSTOOD.

(B) ALL THE TERMS AND CONDITIONS CONTAINED HEREIN AND UNDERTAKE MYSELF/OURSELVES ABIDE BY THEM.

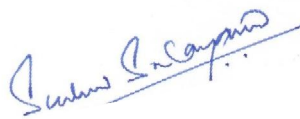
(C) "WE ACCEPT ALL THE TERMS AND CONDITIONS MENTIONED IN TENDER ENQUIRY NO. DHQ/449/13/05/17-18/SCEURITY DATED FEB 18

Note: Wherever documentary evidences have been asked for in the tender document, bidder is required to furnish copy of the relevant document alongwith the Technical Bid

(Signature of the bidder)

Name and Address

(with seal)

A handwritten signature in blue ink, appearing to read "Suresh S. Suresh", is written over a horizontal line.

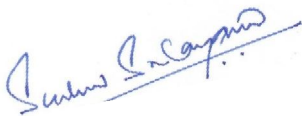
**FORMAT FOR SUBMISSION OF COMMERCIAL BID****OUTSOURCING OF SECURITY SERVICES  
FOR CGRHQ (W)/CGDHO-2/CG ASSETS AT WORLI/ POWAI/  
BORIVALI/MALAD/PANVEL/BELAPUR AND FERRY WHARF AT MUMBAI  
FOR TWO YEARS**

<b>Sl. No</b>	<b>Designation</b>	<b>Supervisor (Highly Skilled)</b>	<b>Security Armed Guard (Highly Skilled)</b>	<b>Security Guard (Skilled)</b>
	<b>Basic Wages + VDA (per day)</b>	<b>693+17</b>	<b>693+17</b>	<b>637+16</b>
1.	Basic wages x 26 days	<b>18,018.00</b>	<b>18,018.00</b>	<b>16,562.00</b>
2.	VDA x 26 days	<b>442.00</b>	<b>442.00</b>	<b>416.00</b>
3.	ESIC (4.75% on 1+2)	<b>876.85</b>	<b>876.85</b>	<b>806.46</b>
4.	EPF (12% on 1+2)	<b>2,215.20</b>	<b>2,215.20</b>	<b>2,037.36</b>
5.	EDLI (0.50% on 1+2)	<b>92.30</b>	<b>92.30</b>	<b>84.89</b>
6.	Admin Charges (0.65% on 1+2)	<b>119.99</b>	<b>119.99</b>	<b>110.36</b>
7.	HRA (24% on 1+2)	<b>4430.40</b>	<b>4430.40</b>	<b>4074.72</b>
8.	ESIC on HRA (4.75% on Sl. 7)	<b>210.44</b>	<b>210.44</b>	<b>193.55</b>
9.	BONUS (8.33% on 1+2)	<b>1,537.71</b>	<b>1,537.71</b>	<b>1,414.26</b>
10.	Uniform outfit Allowance (5% on 1+2)	<b>923.00</b>	<b>923.00</b>	<b>848.90</b>
11.	Uniform washing allowance (3% on 1+2)	<b>553.80</b>	<b>553.80</b>	<b>509.34</b>
12.	Total of (1 to 11)	<b>29,419.69</b>	<b>29,419.69</b>	<b>27,057.84</b>
13.	Reliving Charges (compensation for Sundays/ gazetted holidays) 1/6 <sup>th</sup> of Sl. 12	<b>4,903.28</b>	<b>4,903.28</b>	<b>4,509.64</b>
14.	Total Cost Per Head ( Sl.12 + Sl. 13)	<b>34,322.97</b>	<b>34,322.97</b>	<b>31,567.48</b>
15.	Nos of security personnel	<b>04</b>	<b>09</b>	<b>48</b>
16.	Total for each category (Sl. 14 x Sl. 15)	<b>1,37,291.88</b>	<b>3,08,906.73</b>	<b>15,15,239.04</b>
17.	Total for all Category	<b>19,61,437.65</b>		
18.	Service Charges of security agency ( on Sl. 17)			
19.	Total per month (17+18)			
20.	GST			
21.	Grand total per month (19+20)			
22.	Grand total for two years (Sl. 21 x 24 months)			

**Note: -**

- (i) The **Security Guards without arms** will be considered under the **skilled category**. Further, **Supervisors and Security Armed Guards** will be considered under the **Highly skilled category**.
- (ii) The **Supervisors and Security Armed Guard are to be compulsory trained Ex-servicemen from Armed forces, Police & other Para military services**.
- (iii) Basic minimum wages have been filled as per the latest minimum wages promulgated as per minimum wages Act from the **Office of Chief labour Commissioner, Ministry of Labour & Employment, Govt. of India, New Delhi, on the subject. However, subject to change as and when changed by Govt. of India**.
- (iv) **Service charges should be quoted in terms of whole amount and not in terms of percentage and will not change during the contract period.** Service charge of security agency should be ethical and should not be quoted as Nil. Further, service charge may be quoted taking into account section 194 C of IT act 1961, which stipulates 2% tax deduction during payment to contractors.
- (v) The contract is for two years.
- (vi) All the columns shall be clearly filled in ink legibly or typed. **No column should be left blank. If any column is left blank (unresponsive section), it will be loaded by the amount quoted by the highest bidder for that particular column for comparison of rates** (Para 2 (e) of Part-V of RFP).
- (vii) The Commander, No.2 Coast Guard District Headquarters reserves the right to reduce the no. of personnel as required with due intimation.

\_\_\_\_\_  
Signature of the firm rep





**ANNEXURE-I OF APPENDIX "A" OF  
RFP NO. DHQ/449/13/05/17-18/SECURITY DATED MAR 18**

<b>SL NO</b>	<b>PARAMETER/ TERMS &amp; CONDITIONS</b>	<b>RELEVANT PARA NO</b>	<b>COMPLIANCE TO SPECIFICATION BY FIRM WHETHER YES / NO</b>	<b>IN CASE OF NON COMPLIANCE DEVIATION TO BE SPECIFIED IN UNAMBIGUOUS TERMS</b>
1.	Attended Pre bid conference	Para 3 of covering letter of RFP		
2.	Tender Fee (Rs. 1000.00)	Para 5 of covering letter of RFP		
3.	Acceptance of Terms and Conditions	Para 6 of covering letter of RFP		
4.	Validity of Bids 120 days	Para 13 of Part I of RFP		
5.	Earnest Money deposit (firms seeking EMD waiver must enclose required registration certificate)	Para 14 of Part I of RFP		
6.	Schedule of Requirement	Para 1 of Part II of RFP		
7.	All Technical details	Para 2 of Part II of RFP (Appendix "A" and Annexure – I)		
8.	Contract period	Para 4 of Part II of RFP		
9.	Undertaking to pay employees as per minimum wages Act	Para 07(c) (iii) of Part II of RFP		
10.	Police Verification	Para 07(c) (x) of Part II of RFP		

11.	Uniform	Para 07(c) (xiv) and (xv) of Part II of RFP		
12.	Responsibility of Payment of wages	Para 07(c) (xvi) of Part II of RFP		
13.	Registers and Records	Para 07(c) (xvii) of Part II of RFP		
14.	Scope of the contract (Nos of security guards/ Training/experience/ age and medical fitness)	Para 07(c) (xviii) of Part II of RFP		
15.	Duties and Responsibilities of security staff	Para 07(c) (xix) of Part II of RFP		
16.	Compliance of labour Laws	Para 07(c) (xx) of Part II of RFP		
17.	Penalty Clause	Para 07(c) (xxi) of Part II of RFP		
18.	Warning Clause	Para 07(c) (xxii) of Part II of RFP		
19.	LD clause of RFP	Para 8 of Part III of RFP		
20.	Taxes and duties	Para 14 of Part III of RFP		
21.	Performance guarantee	Para 01 of Part IV of RFP		
22.	Option Clause	Para 02 of Part IV of RFP		
23.	Tolerance Clause	Para 04 of Part IV of RFP		
24.	Acceptance of payments terms	Para 05 to 08 of Part IV of RFP		
25.	Specifications	Para 14 of Part IV of RFP		
26.	Quality	Para 22 of Part IV of RFP		

27.	Inspection Authority clause	Para 24 of Part IV of RFP		
28.	Price variation Clause	Para 33 of Part IV of RFP		
29.	Extension of Contract	Para 34 of Part IV of RFP		
30.	Apportionment Clause	Para 1(h) of Part V of RFP		
31.	Price bid format	Appendix "B"		
32.	Loading of unresponsive section	Para 02 (e) of Part V of RFP		
33.	Service Charges of security agency	Para 02 (h) of Part V of RFP		
34.	Additional Information for Price Bid	Para 03 of Part V of RFP		

*Suresh Salayanas*