

## REQUEST FOR PROPOSAL

Telephone : 0484-2215592, 2218232  
Email – [dhq4@icg.nic.in](mailto:dhq4@icg.nic.in)  
Reply should be addressed to  
The Commander

Headquarters  
No. 4 Coast Guard District  
(Kerala & Mahe)  
Calvathy Road,  
Kochi – 682 001

438/LP/269/17-18

24 May 2018

.....  
.....

### INVITATION OF QUOTATIONS FOR PRIVATE SECURITY ARRANGEMENT FOR COAST GUARD ASSETS AT DISTRICT HEADQUARTERS NO. 4, KOCHI, RAMESWARAM AND PALLURUTHY

Sir/Madam,

1. Bids in sealed cover are invited for supply of items listed in Part II of this RFP. Please super scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

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
	(b)	Postal address for sending the Bids	:	As above
Cell	(c)	Designation of the contact personnel	:	Officer-in-Charge, LP
	(d)	Telephone numbers of the contact personnel	:	0484-2218323
	(e)	e-mail ids of contact personnel	:	<a href="mailto:dhq4@icg.nic.in">dhq4@icg.nic.in</a>
	(f)	Fax number	:	0484-2215592

3. 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.

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

Thanking You,

Yours faithfully,

(Vandana Sehwat)  
Asst Commandant  
Officer-in-Charge, LP Cell  
For District Commander

## **Part I – General information**

1. Last date and time for depositing the Bids: **1700 Hrs on 14 Jun 2018**  
(Date to be mentioned in terms of DD MM YEAR)  
The sealed Bid (Commercial only) 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 should be either dropped in the Tender Box marked as TENDER BOX(LP) or sent by registered post at the 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: **1000 Hrs on 15 Jun 2018**  
(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: Unit Guard Room  
(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: TOC President's Office/Guard Room. 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: Yes
7. Forwarding of Bids – Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, ESI/EPF registration, Bank address with NEFT Account if applicable, etc and complete postal & e-mail address of their office.
8. 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.
9. 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.
10. Validity of Bids: The Bids should remain valid **90 days** from the last date of submission of the Bids.
11. **Earnest Money Deposit:-** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 1,41,024/- (Rupees One Lakh Forty One Thousand Twenty Four 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 authorized to conduct government business as per Form DPM-16. 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 30<sup>th</sup> 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 for providing security guards.** 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.

-3-

**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) Placement of Security Guards at CGDHQ-4, Kochi, CG Complex, Rameswaram, Kochi and CG land at Palluruthy for a period of **01 year** w.e.f. **01 Sep 2018.**

<b><u>Sl.</u></b>	<b><u>Description</u></b>	<b><u>Deno</u></b>	<b><u>Qty</u></b>
(i)	Security Guards without Arms	Person	21

(B) **Nature of duties:-** Placement of unarmed uniformed security Guards(unarmed)in and around CGDHQ-4 Premises and CG Assets at Rameshwaram, Kochi, Kerala on 24x7, or as otherwise indicated per site specifications. Contract security personnel will provide a variety of services, implementing unit's security objectives according to policies and procedures in vogue. Security personnel will be responsible for identification, verification and monitoring of entry and departure of personnel, stores in or from the unit's Area/premises. They will do roving patrols of interior and exterior building areas, incident and daily operating reports. Security personnel should have knowledge of Hindi or English and Malayalam language.

(C) **Minimum Eligibility criteria for Security Guards(Male)**

(i) Should be either ex-servicemen or ex-paramilitary personnel. No payment shall be made for other guard.

(ii) Age should not be above 50 years.

(iii) Should not be in Low Medical Category i.e. should be physically fit in all respects. Medical category recorded in the discharge book of the ex-servicemen or ex-Para military personnel will be considered valid for two years from the date of discharge and thereafter his medical fitness will be considered as per fresh medical fitness certificate from Registered Medical practitioner with qualification not less than M.B.B.S. as produced for verification by the PSA

(iv) The Guard shall not use his firearm on any occasion except as his right to his private defence as provided U/s 96 to 106 of the Indian Penal Code when, and only if, his life is perceived to be in danger from armed miscreants having the intent of committing theft inside the branch.

Contractor shall ensure hiring, training and administration of motivated and professional employees that meet or exceed both Contractor's and this Headquarters' standards. Contractor is responsible for the daily personal appearance of security personnel. Contractor shall provide seasonal uniforms and weather-appropriate protective clothing necessary to support continuous

performance of contract requirements. Security officers are prohibited from carrying weapons of any kind, including but not limited to: firearms, nightsticks, martial arts weapons or equipment, batons or any chemical agent spray or liquid. Contractor shall agree to remove from the site, whenever required to do so by This Headquarters, any employee considered by this Headquarters, to be unsatisfactory or undesirable to this Headquarters, within the limits of any applicable laws. Contractor shall administer all cost accounting and billing relative to this contract. Individual being employed should be of high character and having no past criminal record. It is strictly stated that it is contractor's responsibility that security personnel are well disciplined, well behaved and do not consume drugs or liquor during their duty hours. Contractor will have to produce police verification for all security guard being deployed at this HQ.

-4-

(D) **Criteria for PSAs**

- (i) PSAs should be either registered companies or registered partnership firms reputed for providing Security guards services.
- (ii) PSAs should have PASARA Licenses under Private Security Regulation Act 2005.c). PSAs should have their own infrastructure for training their guards.
- (iii) PSAs should have credible Supervisory Infrastructure.
- (iv) PSAs should have Income Tax PAN and the latest Clearance Certificate.
- (v) PSAs should have documents proving compliance of Minimum Wages Act 1948 and other Labour laws and rules.
- (vi) Contractor needs to employ Ex Servicemen from ARMY, NAVY, AIR FORCE or retired personnel from other paramilitary forces of India.

(E) **Uniform and Turnout** The contractor, once selected to award contract, will have to get approved type of uniform(in summer season only) for the security personnel by the EXO. Components of uniforms are as follows:-

- (a) Half Sleeve Shirt – Gray Colour
- (b) Trouser – Black/Dark Gray
- (c) Shoes – Black (Derby pattern) If any changes regarding
- (d) Belt(Army Pattern) colour pattern of the
- (e) Black Socks uniform intimated during
- (f) Cap Beret with Cap Badge technical bid opening
- (g) Name Talley
- (h) Identity Card
- (j) Baton
- (i) Torch Light – during night duty
- (j) Whistle
- (k) Rain Coat – during rainy season

The Contractor is responsible to ensure the all security personnel are in uniform during their duty hours. Security personnel always need to maintain smart turn out appropriate to Defence Service Traditions. The contractor needs to visit this Headquarters to ensure that all security personnel adhere the standard norms of the establishment

2. Technical details- :- It is mentioned that interested parties/bidders should be registered with EPF and ESI authorities and need to pay EPP benefits to employees and should have valid PASARA licence under private security regulation act 2005. As per EPF and MP Act 1952, it is the responsibility of the contractor to obtain his independent EPF and ESI code from the concerned department and remit the contribution in respect of labourers employed by them to appropriate authorities. Moreover, Para 7.8.4(b)(vi) of DPM-09 stipulated that contractor should submit document/proof of EPF/ESI contribution with nominal roll of beneficiaries, while submitting bill for payment to paying authority.

(a) It shall be the responsibility of the contractor to obtain his EFP and ESI code from the concerned departments and remit the contribution in accordance with EFP and ESI Act. Proof of registration is to be produced along with bids.

(b) Contractor shall comply with all statutory labour laws such as Employees Compensation Act, Contract Labour(Regulation)Act, Minimum wages act 1948, Industrial Disputes Act and other labour laws and rules etc for employing security guards.

-5-

(c) Contractor is to confirm whether they have registration with Central Excise Department for payment of Service Tax. Copy of necessary service tax registration certificate is to be enclosed with the bid.

(d) Contractor needs to employ Ex-Service men from ARMY, NAVY, AIR FORCE or retired personnel from other paramilitary forces of India.

(f) The firm should have their own infrastructure for training their guards.

(g) The Contractor is to be registered with Labour Commissioner and should be in possession of necessary clearance to employ security guards.

3. **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. Technical bids will be evaluated by the TEC appointed by CFA taking into account parameters stated below in technical bid format. All firms are requested to submit their details as per format :-

(a) **TECHNICAL BID FORMAT**

Sl.	<u>DESCRIPTION</u>	<u>COMPLIED WITH STATEMENTS</u>	<u>PROOF ATTACHED</u>
1	The bidder should have minimum annual turnover of Rs. 50 Lakh during the last three financial years (2014-15, 2015-16, 2016-17)	Audited balance sheets to be submitted.	
2	Bidder must be providing the manpower support (24*7) to 1 customer for similar requirements for at least one year as on 31 Mar 2018	Letter from the customers in this regard, to be attached.	
3	The organization must be experienced in servicing Govt. / PSU offices for similar	Experience letters	

	services.		
4	The organization should have GST/Service Tax Registration and PAN No.	Copies to be submitted	
5	The organisation should have PASARA licence for engaging private security in Ernakulam District	Copy of licence to be submitted	
6	The Contractor is to be registered with Labour Commissioner and should be in possession of necessary clearance to employ security guards.	Letter from concern to be attached	

Commercial bids of the bidders whose Technical bids do not fulfil the criteria listed above will not be accepted.

Date

Place

Signature

(b) The dully filled Technical Bid as per format above alongwith EMD, terms and Conditions, bidders profile and other relevant documents in connection with technical specification etc should be kept in **Cover – I** and superscribed as **Technical Bid**- Tender No. **438/LP/269/17-18** dated **14 May 2018**. The duly filled commercial bid should be kept in **Cover – II** and no other documents should be enclosed with the

-6-

commercial bid. The cover containing commercial bid should be sealed and superscribed as **Commercial Bid** -Tender No. **438/LP/269/17-18** dated **14 May 2018** and due date of opening is **15 Jun 2018**. Both the **Covers – I and II** should further be kept in a master envelope sealed and super scribed as Private Security arrangement for CG Assets at CGDHQ-4, Kochi, Rameswaram and palluruthy, Tender No. **438/LP/269/17-18** with due date of opening is **15 Jun 2018** and to be addressed to The Commander, CGDHQ-4, Kalvathy Road, Fort Kochi – 682 001

(b) **Pre Bid Conference** : The standard conditions of contract should be carefully considered while preparing the bids. All clarification are to be resolved in the Pre-Bid conference at **1100 Hrs on 04 Jun 2018 at CGDHQ-4**, Kalvathy Road, Kochi prior submission of bids(Contacts person Officer-in-Charge, LP Cell, CGDHQ-4, Kochi)

4. Consignee details - The Commander  
**Coast Guard DHQ-4**  
Fort Kochi – 682 001

(a) The number of security guards to be engaged at the premises shall be in accordance with requisition made by Coast Guard during the currency of contract.

(b) The Security Guards should be positioned in security post in three shifts in rotation of 08 hours each. Employment of same security guard at same or other place will be counted as non performance of duty

(c) The security agency is binding to met prevailing rate of minimum wages which are fixed for particular employment by the Central Govt. Seller will have to absorb extra expenditure which may occur owing to revision of applicable minimum pay for the higher side by the Govt.

(d) All the statutory benefits and mandatory allowances in vogue as per Government like ESI, EPF, BONUS etc. related to the security guards shall be met by the Security Agency.

(e) The security guards being engaged by the Security Agency at the premises of the CGDHQ-4(Kochi), CG land at Mundaveli and Palluruthy shall be strictly the employees of the agency under their control and they shall have no right for regular employment or any other benefits from the Coast Guard on the basis of their contract services with the Coast Guard. Their engagement with Coast Guard will terminate on expiry of the contract.

(f) Uniforms – As per part II of para 1 (E) to be complied.

(g) The Security Guards deployed by the Security Agency for duty at the Coast Guard shall at all times exercise extreme vigil and alertness and shall prevent theft or pilferage of the Coast Guard assets kept in the premises.

(h) The Security Agency reserves the right to remove any of their security guards (for a replacement) from the premises of the Coast Guard area due to any unforeseen administrative reasons at any time and if demanded by the Coast Guard, within a week's time. All guards to be employed only after taking clearance of Coast Guard and issuing of private security guard No. on providing of following documents

- (i) Ex-servicemen or paramilitary ID card copy
- (ii) Any ID issued by government (Aadhar card/PAN card, Driving License, etc)
- (ii) Police Verification Certificate

(j) Minimum Eligibility Criteria of Security Guards – As per part II of para 1 (C) to be complied.

(k) The security agency shall employ Security Guards which are having enough experience in this field.

-7-

(l) Security guards employed at all gates to made record of entry/exit/material/vehicle or as per Coast Guard order.

(l) The security arrangement is purely on a conditional basis and the same can be terminated at any time by the Coast Guard without assigning any reason or any prior notice to the Security Agency. The Security agency to also ensure following:-

- (a) Functional characteristics of personnel contracted
- (b) Physical standards of personnel deployed
- (c) Imparting of regular training to personnel deployed
- (d) Any other details, as considered necessary

5. Delivery Period – Delivery period for placement of security personnel would be from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery



period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

### **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:** 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 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 Seller 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.
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 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 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 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 Seller 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.

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 firm's failure to provide the services as mentioned above, a penalty will be deducted from the monthly payment to be paid to the contractor. The Executing/Supervising Authority will indicate the quantum of penalty/deduction in the payment. The BUYER may deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed 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 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) The delivery of the material/services is delayed for causes not attributable to Force Majeure for more than (01 months) after the scheduled date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The delivery of material/services is delayed due to causes of Force Majeure by more than (03 months) provided Force Majeure clause is included in contract.

(d) 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.

(e) As per decision of the Arbitration Tribunal.

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.

-9-

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: NA

(b) In respect of Indigenous bidders

(i) General

1. If Bidder desires to ask for GST, ESI, EPF, Bonus, VDA, Insurance, Administrative charges, HRA, Uniform Allowance or any kind of charges extra, the same must be specifically stated. 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.

2. Bidder must indicate separately the relevant Taxes/Duties likely to be paid in connection with delivery of completed goods/service 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.

3. If a Bidder is exempted from payment of any duty/tax upto any value of supplies/service 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 issued by the buyer later to enable the Seller to obtain exemptions from taxation authorities.

4. Any changes in levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service Tax/GST, Octroi/entry tax, 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. 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.

5. Levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service Tax/GST, Octroi/entry tax, 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.

6. Vendors should have **GST number and PASARA licence issued from state Govt.**

14. **Pre-Integrity Pact Clause:** NA

-10-

#### **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 Guarantee: Indigenous cases:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank

authorized to conduct government business 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 contractual obligation. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. **Option Clause:** NA

3. **Repeat Order Clause** – NA

4. **Tolerance Clause** – NA

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) Monthly payments on submission of clearance/satisfactory certificate from Executive Officer of this Headquarters

6. **Advance Payments:** No advance payment(s) will be made.

7. **Paying Authority:** - The Joint Controller of Defence Account(Navy), Kochi

8. **Risk & Expense clause** –

a. Should the services not rendered within the time or times specified in the contract documents/delivery date is made in respect of the services thereof, the Buyer shall after granting the Seller 15 days 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.

b. Should the services thereof not perform in accordance with the parameters provided by the SELLER, 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.

9. **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.

-11-

(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 30 (Thirty) 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.

10.	<b><u>Buy-Back offer</u></b>	NA	
11.	<b><u>OEM Certificate</u></b>	NA	
12.	<b><u>Earliest Acceptable Year of Manufacture</u></b>	NA	
13.	<b><u>Buyer Furnished Equipment</u></b>	NA	
14.	<b><u>Quality</u></b>	NA	
15.	<b><u>Quality Assurance</u></b>		NA

16. **Inspection Authority**: Performance of the security personnel will be assessed by the EXO/RO/MCBM.

17. **Special Condition** : (i) **Any agency not able to provide/maintain three shift rotation of 08 hours each need not to participate and no payment shall be made for part completion of job.**

(ii) The Security agency is binding to met prevailing rate of minimum wages which are fixed for particular employment by the Central Govt. Seller will have to absorb extra expenditure which may occur owing to revision of applicable minimum pay for the higher side by the Govt.

(iii) All the statutory benefits and mandatory allowances in vogue as per Government like ESI, EPF, Bonus etc related to the security Guards shall be met by the Security Agency.

18. **Warranty** – NA

### **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.
- b.
- c. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para below. The consideration of taxes and duties in evaluation process will be as follows:
  - i. In case where only Indian Bidders are completing, L1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/Local Governments such as excise duty, VAT, Service Tax, GST, Octroi./entry tax, etc on final product, as quoted by bidders
- e. NA

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. NA

h. The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete 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.

2. **Price Bid Format:** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:

<u>Sr. No</u>	<u>Description</u>	<u>Ex-servicemen Guard (Without arms) for one Person for one month</u>
(i)	Employing Security Guards 21 Nos without Arms for CGDHQ-4, Kochi, CG land at Rameswaram(Kochi) and Palluruthy	
(a)	Basic Wages (BW)	
(b)	Dearness Allowance (DA)	
(c)	Employees State Insurance (ESI)	
(d)	Employees Provident Fund (EPF)	
(e)	Service Charge/Bonus/Admin Charges if any	
	Total Rs.	
	GST if any Rs.	
	<b><u>Quote for One(01) Guard for One(01) Month including all statutory levies and taxes</u></b>	
	<b><u>Quote for 21 Guards for One Month including all statutory levies and taxes</u></b>	
	<b><u>Quote for One year including all statutory levies and taxes for 21 Guards</u></b>	

(Vandana Sehrawat)  
Asst Commandant  
Officer-in-charge, LP

Cell

For District

Commander

File No. 438/LP/269/17-18

Date: ..... May 2018

**Tender Fee : All interested vendors are requested to pay Rs. 250 (Rupees Two Hundred Fifty Only) in the form of MRO in favour of District Commander, CGDHQ-4 payable at Kochi for getting tender form. Firms those who are downloaded RFP from CPP portal are also requested to submit tender fee, else their quote will not be admitted. Tender Fee is not required for the bidders those who are registered with MSME**

**Note : The existing minimum wages in force has been mentioned in GOI, Ministry of Labour and Employment letter 1/10(6)/2018-LS-II dated 03 Apr 2018. All firms are requested to forward their quote in accordance with the letter or**

**if any revision in this regards issued by GOI, all firms are requested to forward ass per the latest notification.**

**All firms are requested to elaborate their quote allowance wise**

**TECHNICAL BID FORMAT**

Sl.	DESCRIPTION	COMPLIED WITH STATEMENTS	PROOF ATTACHED
1	The bidder should have minimum annual turnover of Rs. 50 Lakh during the last three financial years (2014-15, 2015-16, 2016-17)	Audited balance sheets to be submitted.	
2	Bidder must be providing the manpower support (24*7) to 1 customer for similar requirements for at least one year as on 31 Mar 2018	Letter from the customers in this regard, to be attached.	
3	The organization must be experienced in servicing Govt. / PSU offices for similar services.	Experience letters	
4	The organization should have Service Tax Registration and PAN No.	Copies to be submitted	
5	The organisation should have PASARA licence for engaging private security in Ernakulam District	Copy of licence to be submitted	
6	The Contractor is to be registered with Labour Commissioner and should be in possession of necessary clearance to employ security guards.	Letter from concern to be attached	
7	Submission Of EMD		
8	Submission Of Tender Fee		

Commercial bids of the bidders whose Technical bids do not fulfil the criteria listed above will not be accepted.

Date  
Place

Signature