

REQUEST FOR PROPOSAL

Telephone : 0884-2342175
 Email: cgs-knc@indiancoastguard.nic.in
 Reply should be addressed to
 the Commanding Officer

ICGS Kakinada
 Burma Shell Area
 Beach Road Junction
 Kakinada Port
 Kakinada – 533 001

Quoting : CGSKND/TE/PS-01/18-19

06 Jul 2018

See Overleaf

REQUEST FOR PROPOSAL INVITATION OF BIDS FOR OUTSOURCING OF PRIVATE SECURITY SERVICES AT INDIAN COAST GUARD STATION KAKINADA

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 Commanding Officer
(b)	Postal address for sending the Bids	:	As above
(c)	Name/designation of the contact personnel	:	Asst Comdt Arun P Dayal
(d)	Telephone numbers of the contact personnel	:	0884-2342173
(e)	e-mail ids of contact personnel	:	As above
(f)	Fax number	:	0884-2342171

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.

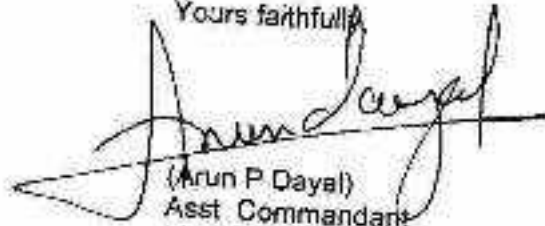
4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

5. **Acceptance of Terms and Conditions.** The bidder shall clearly mention the following in their offer letter.

WE ACCEPT THE TERMS AND CONDITIONS MENTIONED IN THE TENDER ENQUIRY NO. CGSKND/TE/PS-01/18-19 dated 06 Jul 2018.

Thanking You,

Yours faithfully



(Arun P Dayal)
Asst Commandant
Logistics Officer
For Commanding Officer

Tender Fee:- The cost of tender is Rs. 250/- (Rupees **Two hundred Fifty** only) (not refundable).. The payment will be accepted by Demand Draft in favour of The DCDA (Navy), Visakhapatnam payable at Visakhapatnam only (cash will not be accepted).

Part I – General information

1. Last date and time for depositing the Bids: 1000 Hrs on 30 Jul 2018
(Date to be mentioned in terms of DD MM YEAR)

The sealed Bids (both technical and Commercial) 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 (Outstation Firms only)** 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: 1100 Hrs on 30 Jul 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/received registered post (in case of outstation firms) will be opened..

5. Place of opening of the Bids: Indian Coast Guard Station, Kakinada. 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 bids are invited in **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 number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.

8. Clarification regarding contents of the RFP. A prospective Bidder who requires clarification regarding the contents of the bidding documents shall notify the buyer in writing about the requisite clarifications sought not later than 14 fourteen days prior to the date of opening of the Bids. The copies of the query and clarification by the purchaser will be sent to all prospective Bidder who have received the bidding documents.

9. Modification and withdrawal of Bids. A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidders 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 last date of submission of the Bids.
14. Earnest Money Deposit:- Bidders are required to submit Earnest Money Deposit (EMD) for i.e. **Rs.66,500/- (Rupees Sixty Six thousand Five hundred only)** along with their bids. The EMD may be submitted in favour 'The Commanding Officer, ICGS Kakinada' in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

Part II – Essential Details of Items/Services required

1. Schedule of Requirements – List of items / services required is as follows:-
- (a) Outsourcing of Security Service for Coast Guard Assets at ICGS Kakinada for a period of 01 year with effect from 01 Nov 18 to 31 Oct 19 as per the description given below :-

Sl.	Details of Security Services staff	Deno	No. of security staff required
(a)	Security Guards without Arms	Nos.	18
(b)	Security Supervisor	No.	01

(b) **Nature of duties:-** Placement of unarmed uniformed security services in ICGS Kakinada/for its assets at Kakinada on a 24 hour-a-day, 7 day-a-week basis 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 Telugu language. (A detailed terms and condition is placed at Appendix 'A').

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

- (i) Should be either ex-servicemen or ex-paramilitary personnel
- (ii) Age should not be above 50 years and in a sound state of health and minimum height of 163 cms and corresponding weight.
- (iii) Should be able to read elementary English and converse in English/Hindi.
- (iv) 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

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.

(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 or applied for PASARA License (Copy of PASARA LICENSE or application furnished to the concerned authority to be attached). 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 Audited Balance Sheets and Profit & Loss Accounts for the past three years and the average turnover of the PSAs in the last three years should not be less than 25 Lakhs INR
- (vi) PSAs should have Registration no.
- (vii) PSAs should have a valid certificate under ESI/EPF in case employ more than twenty personnel.
- (viii) Contractor needs to employ Ex Servicemen from ARMY, NAVY, AIR FORCE or retired personnel from other paramilitary forces of India.

(e) **Working days** The Coast Guard Assets at Kakinada will remain functional on all days of the month including holidays and Sundays. The requirement of Security services staff for duties will be met by the service provider.

(f) **Contract Operating Authority.** The security guards 18 in nos. and 01 in no Security Supervisor provided in the security service contract one finalized, will be operated by the Commanding Officer, Indian Coast Guard Station Kakinada through his designated officers.

(g) **Attendance Register.** The service provider will be maintaining an Attendance Register and presence/absence of manpower deployed by him should be recorded in the register on day-to-day basis. The attendance register shall be submitted for verification to the contract operating authority viz. **The Commanding Officer, Indian Coast Guard Station Kakinada (through Executive Officer)** by 1000 hrs on each working days it shall be the responsibility of the contractor to ensure that 100% staff is present on each working day failing which penalty will be imposed and such deductions will be made from the outstanding payments/PBG of the contractor. A copy of **attendance register countersigned by Executive Officer** is to be submitted along with the monthly bills for payment.

(h) **Signing of Contact Agreement.** The successful bidder/contractor will require to sign an agreement with the Buyer within 15 days from the date of written intimation to this effect.

2. **General Terms and Conditions for the Contractor.** The requisite documents duly signed by the bidder should be submitted in a sealed cover clearly marked as "BID FOR PROVISIONING OF SECURITY SERVICES STAFF (SECURITY GUARDS-18 & SUPERVISOR - 01) FOR SECURITY DUTIES OF INDIAN COAST GUARD STATION KAKINADA".

3. The tenderer should sign and affix his/his firm's stamp at each page of the tender and all its annexure **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS TENDER DOCUMENT.**

4. The period of contract may be extended on the same finalized terms and conditions for a further period up to one year at the sole discretion of **The Commanding Officer, Indian Coast Guard Station Kakinada.**

5. **Technical details.** It is mentioned that interested parties/bidders should be registered with EPF and ESI authorities and need to pay the benefits to employees and should have valid PASARA license 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 EPF and ESI code from the concerned departments and remit the contribution in accordance with EPF 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.

(c) Contractor has to registration in GSTIN. Copy of necessary GSTIN 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.

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

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

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

(h) The Security Guards should be positioned in security post in three shifts in rotation of 08 hours each.

(i) The security agency is binding to met prevailing rate of minimum wages which are fixed for particular employment by the AP Contract Labour (R&A) Rules, 1971.

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

(i) The security guards & Supervisor being engaged by the Security Agency at ICGS KAKINADA 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.

(m) All the guards & supervisor are to be in proper uniforms with name tab, Identity card, shoes, baton, torch light, rain coat and whistle as required. These items shall be supplied to the guards by the Service provider and the Client/Employer (ICGS KAKINADA) will not have any liability for the same.

6. **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 Technical bid format placed at Appendix 'B'.

(a) The duly filled Technical Bid as per format **Appendix 'B'** alongwith EMD terms and conditions, bidders profile and other relevant documents in connection with technical specification etc should be kept in **Cover-I** and super scribed as **Technical Bid**. Tender No. **CGSKND/TE/PS-01/18-19 dated 06 Jul 2018**. The duly filled commercial bid **Appendix 'C'** should be kept in **Cover - II** and no other documents should be enclosed with the commercial bid. The cover containing commercial bid should be sealed and super scribed as **Commercial Bid - Tender No. CGSKND/TE/PS-01/18-19 dated 06 Jul 2018** and due date of opening is **30 Jul 2018**. Both the **Cover - I and II** should further be kept in a master envelope sealed and super scribed as **Private Security arrangement for CG Assets at ICGS KAKINADA Tender No. CGSKND/TE/PS-01/18-19 dated 06 Jul 2018 with due date of opening is 30 Jul 2018** and to be addressed to The Commanding Officer, ICGS Kakinada, Burma Shell Area, Beach Road, Junction, Kakinada Port, Kakinada - 533 001.

7. **Consignee details**. - The Commanding Officer
ICGS Kakinada
Burma Shell Area
Beach Road Junction
Kakinada - 533 001

8. **Delivery Period**. Contract period for placement of security personnel would be one year 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.

9. **Police Verification**. Police verification alongwith residence proof in respect of security guards is to be provided prior to execution of contract, if awarded.

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). The Commanding Officer, ICGS Kakinada shall be the sole arbitrator. The decision of arbitrator taken after due consideration of facts brought out by the parties shall be final and binding. The review of the arbitration shall be at the discretion of arbitrator.
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. 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 offence 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, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the 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 seller is the original provider of the services referred to 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; not has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The 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 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 has the right to recover any such amount from any contract 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. **Penalty:** In the case of absence of any person, the seller has to provided substitute for the period, also payment to be deducted for the period absent.

In case any complaint received from the user, as per the Inspection, the following will be followed:

- a) Punctuality: In case of late reporting of any worker a penalty @ 10% of the daily contract value will be recovered from the contractor from monthly bill.
- b) Performance: Any sub-optimal/short fall in providing requisite manpower/services noticed by the inspection team, a penalty @ 25% of daily contract value will be recovered.

9. **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.

10. **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 (02 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 (02 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.

11. **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.

12. **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.

13. **Patents and other Industrial Property Rights.** The rates stated in the present Contract shall be deemed to include all amount payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the customer 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 contract including man power, uniform & accessories 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.

14. **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.

15. **Taxes and Duties:**

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

(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 bids would be summarily rejected.

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 taxes and duties levied by Central/State/Local governments 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. In case of extension of Delivery Period any increase in taxes, duties, levies etc will not be paid to the seller. In case of decrease the difference to be passed on to the buyer.

16. Customs Duty / Excise duty NA

17. GST

(a) 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 sale is legally liable to GST and the same is payable as per the terms of the contract.

(b) In pursuance with Section 171(1) of CGST Act, an undertaking is to be effected by the seller declaring that "Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit (ITC) shall be passed on to the recipient by way of commensurate reduction in prices." Further, in case it is detected by the government that any ITC has accrued to the seller as a result of migrating to GST, after receiving the consideration/reimbursement for his supplies, the seller is mandated to refund the same accordingly to the Paying Authority, giving details and particulars of the transactions.

(c) Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of GST on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

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 for a sum equal to 10% of the contract value within 30 days of signing of the contract 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. Etc.). **Performance Bank Guarantee should be valid up to 60 days beyond the date of completion of contractual obligation including warranty.** The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. **Repeat Order Clause** – NA

3. **Tolerance Clause** – NA

4. **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).

(a) Payment will be made on monthly basis after successful execution of supply / job order issued against the RC during this period. The payment will be made as per the following terms, on production of the requisite documents:

(i) Original Bill in duplicate.

(ii) Clearance/satisfactory certificate from Executive Officer of this Station.

(iii) Duly enclosed duty slips.

(iv) 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 EPF/ESI contribution with nominal roll of beneficiaries etc as applicable.

(v) Details for electronic payment viz. Account holder's name, Bank name, Branch name and address, Account type, A/c number, IFSC Code, MICR Code if these details are not incorporated in supply order/contract).

(vi) EPF/ESI payment details.

(vii) Any other document/certificate that may be provided for contract.

(viii) Service tax remittance Challan/Certificate.

(b) The Contractor shall submit a consolidated monthly bill for the amount due for the services rendered during the preceding on-month by the 5th of the month along with attendance sheet and receipt of material monthly basis verified by the representative of the Customer. The payment for the services will be made to the Contractor in arrears and no advance payment will be made to the Contractor. The Contractor shall also enclose a certificate on the bill of having paid minimum wages to the labours as per rates promulgated by Govt.

(c) Amount of Penalty / Risk Expense etc. if any, will be deducted from the billing amount.

(d) The payment to the contractor will be made by DCDA (N), Visakhapatnam on post monthly basis subject to satisfactory service during the period. The payment of statutory charges like EPF, EDLI,ESI and GST etc., will be made of the contractor. The contractor is to forward a copy of ESIC Card as also the EPF Account no. of all labourers within two months of annual of contract.

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

6. **Paying Authority:** - The Deputy Controller of Defence Account(Navy), Visakhapatnam

(i) The Deputy controller of Defence accounts (Navy), Vinod Nagar, NAD Post, Visakhapatnam- 530 009, payment of bill's, payable on monthly basis, will be made on production of following documents:-

(ii) Ink-signed copy of contingent bill / Seller's bill.

(iii) Ink-signed copy of Commercial invoice / Seller's bill.

(iv) Copy of Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.

(v) NA

(vi) NA

(vii) Proof of payment for EPF / ESIC contribution with nominal roll of beneficiaries, etc as applicable.

(viii) NA

(ix) NA

(x) NA

(xi) Performance Bank guarantee / Indemnity bond where applicable.

(xii) CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.

(xiii) 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 contract).

(xiv) Any other document / certificate that may be provided for in the contract.

(xv) User Acceptance, where applicable. Photocopy of PBG.

(xvi) Service tax remittance certificate.

7. **Fall Clause.**

(a) The price charged for the service to be supplied under the contract by the contractor shall in no event exceed the lowest prices at which the contractor sells the services or offer to sell services of identical description to any persons/organizations including the purchaser or any department of the Central Government or any Department of State Government or any statutory undertaking the central or state

government as the case may be during the period till performance of all Work Order placed during the currency of the rate contract is completed.

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

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

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

8. **Risk & Expense clause** –In the event of the failure of the contractor to provide security supervisor and unarmed security guards as requisitioned under the contract (work mentioned in Appendix 'A' and as specified the schedule of Duties at Part-II para 1 of RFP). Security Officer/user shall hire similar type of security supervisor and unarmed security guards at his discretion from other sources at the risk and expenses of the contractor on the prevailing market rates. Such hiring from alternative sources shall be binding on the contractor. Due to shortage of time, no prior information can be given to the contractor or such security services. Expenses incurred on hiring, shall be debited from the security deposit / PBG of the contractor. Any excess of the expenditure incurred on hiring of service of unskilled security guards, over the contract price appropriate to such default shall be recoverable from the SELLER / Service provider.

9. **Claims**. The following claims clause will form part of the contract placed on successful bidder :-

(a) On the number of manpower, where the number of manpower does not correspond to the agreed upon in the contract.

(b) On quality services, where quality does not correspond to the quality mentioned in the contract.

(c) The description, quality and quantity of the services are to be furnished to the seller along with concrete reasons for making the claims. Copies of all the justifying documents viz, attendance register etc, shall be enclosed to the presented claim. The contractor will settle the claims within 45 days from the date of the receipt of the claim at the contractor's office, subject to acceptance of the claim by the contractor. In case no response is received during this period the claim will be deemed to have been accepted.

(d) The contractor shall replace the substandard manpower with good standard manpower at designated Coast Guard assets at his own cost.

(e) The quality claims will be raised solely by the customer without any certification/countersignature by the contractor's representative stationed in India.

10. **Minimum wages.** The contractor should ensure payment of existing minimum wages as per Minimum Wages Act, 1948 as revised from time to time to security services staff deployed (security guard and security supervisor) by the contractor for security of the Commanding Officer, ICGS Kakinada. 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 schedule of duty as per the existing minimum wages promulgated by the Ministry of Labour Employment Officer of the Chief Labour Commissioner @ New Delhi at Security Guards and Supervisor.

11. **EPF, ESI, EDSI and GST.** The amount of EPF, ESI, EDLI & GST shall be quoted strictly as per prescribed Govt. rates and has to be remitted to Govt. by the firm. 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.

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

13. **Police Verification.** At all time, the contractor will be responsible to ensure that security guards engaged by him are security cleared by Police Station of the employee's residing 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 state.

14. 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 Commanding Officer ICGS Kakinada, Kakinada shall not be a party to any dispute arising of such deployment by the contractor.

15. **Uniform.** The security services staff deployed by contractor shall be in district/neat uniform. Samples of the uniform are to be approved by the customer at least 15 days prior to commencement of the contract. In order to maintain neat and clean uniforms at all times at least two sets of uniforms to be issued to employees per annum.

16. Responsibility of payment of wages as per Section 21 of CLRA – 1970.

17. The contractor shall make payment to the contract labour employed on monthly basis under the contract in the presence of Station Security Officer, ICGS Kakinada or any Officer nominated by The Commanding Officer, ICGS Kakinada on or before 7th of every month on a date mutually convenient to both the parties. The payment in any case shall not be delayed beyond the 7th of the following month. In case the contractor fails to make payment of wages with the period or makes short payment, the ICGS Kakinada 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.

18. **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 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.

19.	<u>Buy-Back offer</u>	NA
20.	<u>OEM Certificate</u>	NA
21.	<u>Earliest Acceptable Year of Manufacture</u>	NA
22.	<u>Buyer Furnished Equipment</u>	NA
23.	<u>Quality</u>	NA
24.	<u>Quality Assurance</u>	NA

25. **Inspection Authority**: Performance of the security personnel will be assessed by the EXO or an officer appointed by him. In the event complaint by the officer about non satisfactory services, under signed will have judicious observation and will order for replacement to the seller.

26. **Warranty** – NA

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

- | | | |
|-----|--------------------------|---|
| (a) | First complaint | : Verbal Warning |
| (b) | Second & Third complaint | : Written Warning/Show cause Notice |
| (c) | Fourth & Fifth complaint | : Deduction of 1/4 th amount of the monthly bill |
| (d) | Sixth complaint | : Issue of Show cause notice for termination of contract and PBG of the contract will be forfeited. |

28. **Punctuality Clause :-** Security Supervisor / Guard not reporting on duty .amount of pay for absence day on pro rata basis will be penalized from the contractor.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Price Bid Format (to be used for L-1 determination):** The price bid format in general is given below and Bidders are required to fill this up correctly with full details, as required under Part-II of RFP (the format indicated below is only as an illustration. This format should be filled up with items/requirements as mentioned in Part - II of RFP). The taxes applicable are to be indicated separately.

Sl	Description	Amount for Security Supervisor	Amount for Security Guard
(a)	Minimum wages including VDA	12022.5	9522.50
(b)	EPF @ 13.15% on Basic+VDA	1580.96	1252.21
(c)	ESI @ 4.75% on Basic+VDA	571.07	452.32
(d)	Bonus(8.33% on Basic+VDA of 7000/- whoever is higher)	583.33	583.33
(e)	Uniform		
(f)	Total	166.67	166.67
(g)	Relieving charges (1/6 th of total per person per month)	14924.53	11977.03
(h)	Profit/Service charges	2487.42	1996.17
(i)	Total	---	---
(k)	GST @ 18%	---	---
(l)	Grand Total	---	---

The rates are mentioned as per the category of wages of the Security Services notified under part-I of the schedule of the minimum wages act 1948. Notification issued vide G.O.Ms No. 43,LET & F (Lab-II) Dept 28 May 2010, Published in Gazette No. 251 dated 02 Jun 2010. Minimum wages and VDA payable from 01-04-2018 to 30-09-2018. Charges for Uniform to be fixed by the internal committee of the Unit and the charges should be part of the price bid. **The firm will quote for service charges/profit only.** Reasonable profit per head per month will be fixed by the internal committee of the unit formed for the purpose before opening of bids. Firms quoting up to 50% less than profit fixed by internal committee may be accepted while others quoting less than 50% of the profit fixed will be rejected.

2. **Evaluation Criteria:** The board guidelines for evaluation of Bids will be as follows:

- Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.
- The Lowest Bid decided upon the lowest price quoted by the particular Bidder as per the price format given at para 2 below. **The L-1 bidder will be determined by excluding taxes levied by Central/State/Local Government as quoted by bidders.**
- The taxes applicable are to be indicated separately. **Bids submitted without mentioning taxes separately would be summarily rejected.** If Nil taxes are mentioned the relevant notification/exemption certificate should be indicated.
- 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.
- Levies, taxes and duties levied by Central/State/Local Government such as 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. Bidder are required to include the same in the pricing of their product.
- 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 contract to different Bidders for the being lowest in particular items. The Buyer also reserves the right to apportionment of quantity, if it is convinced that lowest Bidder is not in a position to supply full quantity in stipulated time.

TERMS AND CONDITIONS RELATED TO DUTIES AND RESPONSIBILITY OF SECURITY SUPERVISOR AND GUARDS
OUTSOURCING/HIRING OF SECURITY SERVICES FOR ICGS KAKINADA

1. Security agencies shall provide trained security guards/supervisor for round the clock security arrangements. The Security Guards & Supervisor 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.
2. The Supervisor will be overall responsible for the security arrangement of Coast Guard assets at ICGS Kakinada, Kakinada. He will regulate all the security guards for the duties and cater for the administration / logistics requirement including discipline, training, turnout and appearance. He will also make reports to the The Commanding Officer, ICGS Kakinada {through Executive Officer}, on daily basis on the timing promulgated.
3. The Security Agency reserves the right to remove any of their security guards (for a replacement only) 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.
4. The security agency shall employ Security Guards & Supervisor which are having enough experience in this field.
5. All the necessary gate time records at the premises shall be maintained by the guards if so desired by the Coast Guard, for which the required stationery items shall be provided by the Coast Guard.
6. Security supervisor and guards should be not be above 55 years age.
7. All guards and supervisor should be bonafide Indian Citizens with high integrity and moral values.
8. The security agencies shall maintain records of attendance, leave, duty roster and other relevant information of the guards. No employee would be permitted to do more than 8 hrs of duty in a day at a stretch. The contractor has to render a brief report to the Regulating Officer, ICGS Kakinada or his staff at the end of every day.
9. The security agency is to ensure the following from duty personnel:
 - (a) The Security Staff (Guards & Supervisor) should be able to give intimation to the security Officer/other duty personnel of the unit/duty place by quickest means so as to prevent any trespassing, encroachment, loss, theft, fire or any abnormal incidents.
 - (b) To carry out all instructions given by the Security Officer.
 - (c) No security staff should be in intoxicated condition whilst on duty.
 - (d) Supervisor & Guards should be well conversant with the local language, Hindi/English as well as security duties so as to understand and carry out the security duties efficiently and flawlessly.
 - (e) At every point of time security guards should be made available at their duty post irrespective of any excuse. In case of emergency, Suitable reliever should be positioned to man the duty post to avoid any unforeseen eventuality.

(f) Frequent changes/transfer of guards are strictly forbidden. Any change that need to take place, should be with the express permission of the security agency and outsourcing unit.

(g) Any noticeable/event happenings should be immediately reported to the security Officer, who in turn will report to Duty Staff Officer.

10. The Security agency shall change the surety personnel within 24 hours, if any security guards defaults as follows:-

- (a) Any act of disobedience
- (b) Negligent performance of duty
- (c) Sleeping while on duty
- (d) Any act of dishonesty
- (e) Indulging in illegal activity which may jeopardize the interest of the Government and outsourcing unit
- (f) Any other misconduct
- (g) Use of alcohol or any other drugs while on duty or on the premises of the unit.

11. The security agency to ensure implementation of security instructions through security guards as and when promulgated by the outsourcing unit to ensure a proper security environment. The security agency shall detail a staff member to carry out surprise checks once a week.

12. The security agency is to ensure that uniform and kit are issued and the guards are smartly turned out at all times. It is to be ensured that the uniform, badges and other accoutrements provided to the guards are not similar to Army/Navy/Air force/CPOs/State Police Organisation.

13. Each security guard to be provided minimum of following equipment in each calendar year.

- (a) Two sets of summer uniforms including shoes
- (b) One raincoat/umbrella
- (c) One torch and baton for on duty guards
- (d) The guards should be in possession of mobile phones for reporting any emergency/ mishappen to Duty Staff Officer.
- (e) Identity batches showing the name of personnel.

14. All security agencies are to ensure adequate training to the guards either on their own or through any other training institution. All the guards should be trained in the following -

- (a) Trained in dealing with emergency situation.
- (b) Unarmed combat and self defence.
- (c) Fire fighting, first aid and natural calamities.

15. The Director/proprietor of security agencies should have thorough knowledge of contracts and labour rights, statutory components and other issues relating to employment of security guards and supervisor under security contracts as revised from time to time. Any changes/ amendments to the acts/laws concerned to the contract be intimated to The Commanding Officer, ICGS Kakinada in time.

16. The security personnel employed by the agency should fill proper recruitment forms. The terms of engagement of security guards must be clearly spelt out in writing by the security agency. Antecedents of the employees being employed should be ascertained by the proprietor.

17. Police verification of all civilian employees should be done by the security agency. The security agency is directly responsible for the actions of all hired security personnel.
18. The proprietor/director of the security agency will present himself in person or depute his representative duly authorised for all dealings concerning tendering procedures. No dealings through lawyers are permitted under any circumstance(s).
19. The security agency shall indemnify the outsourcing unit against all claims for death or injury caused to any security guards, whether on duty or not and the outsourcing unit shall not be bound to support any claim brought under the workmen's compensation Act, 1923 or payment of wages Act 1936 or any other statutory Act Law in force from time to time and applicable to the said work unless the security agency first deposits with the outsourcing unit a sum sufficient to cover any liability which outsourcing unit may have to incur in relation to such proceeding.
20. The security agency is bound by the Official Secrets Act 1923 and in its connection any other statutory Act/Law/Amendment in force and any information given is to be treated as strictly confidential and is not to be disclosed to any person or persons not concerned therewith. The security agency shall be responsible to ensure that all persons employed by them in the execution of security duties in connection with the contract are fully aware of the provisions of the Official secrets Act 1923/Law/Amendment in force and have undertaken to comply with the same.
21. The proprietor/director of the security agency shall not sublet, transfer or assign the contract of any part hereof without the written permission of the outsourcing unit. In the event of proprietor/director contravening this condition, the outsourcing unit shall be entitled to place the contract elsewhere on the proprietor/director's account, all his risk and expense and the proprietor/director may sustain in consequences of or any loss or damage which the outsourcing unit may sustain consequences of or arising out of such replacement of contract.
22. The outsourcing unit shall be at liberty to terminate the contract by giving one month notice of its intension to do so. The security agency shall have liability to discharge the obligations under this contract during the period of the notice without any complaint to the outsourcing unit. The security agency may apply for discontinuance of the contract by giving two months notice to the outsourcing unit. The decision of the outsourcing unit on matters pertaining to security services will be final and binding.
23. Service tax/GST towards the contract shall be paid by the agency and same be reimbursed at actual on production of documentary proof by the agency indicating that it has paid service tax/GST to the government.
24. Preferably security guard/supervisor should be either ex-servicemen or ex-paramilitary personnel.
25. The Security agency should have GSTIN NO. /Service Tax, EPF (Employees Provident Fund), ESI (Employees State Insurance), Registration and must comply payment of all statutory/mandatory rates as per prevailing labour laws and also PSARA (Private Security Agencies (Regulation) Act, 2005) license certified by the Government as applicable.
26. The contractor shall ensure following :-
- (a) The instructions regarding gate control deployment of employees as ordered from time to time.
 - (b) Shall not permit any trade union activities by his employees in Unit area.
 - (c) Be responsible for the conduct of his employees and discharge of their duties.

- (d) Charge for vacant posts / missing on duty / sleeping on duty a fine Rs. 500/- for each misconduct / violation.
27. Non execution of scope of work as per agreement / no submission of report/excess over time Rs. 200/- will be charged for each misconducts on each occasion from the contractor. In case of any loss suffered by a resident residing in the area being provided security cover by the contractor due to theft or larceny, the entire amount lost shall be recovered from the contractor.
28. Deployment of each guard whose character and antecedent is not verified through Civil Police Rs. 1000/- for each such guard for each shift. Minor misconducts Rs. 500/-
29. Indian Coast Guard Station Kakinada will not be responsible or liable to pay any compensation to such security personnel for any type of accidents or injuries or death while on duty or otherwise.
30. The security personnel are to ensure that all electrical equipments/instruments/lights fans are switched off at time of closure of unit premises.
31. The security agency will provide the security services round the clock in three shifts running from 6:00 am to 2:00 pm, 2:00 pm to 10:00 pm and 10:00 pm to 6:00 am.
32. Stationary items like registers, scale, scribbling pad, pencils, stapler for maintaining the said records of the office will be provided by the Indian Coast Guard Station Kakinada
33. Security guards/Supervisor to maintain all registers, which are kept at the main gate and other designated place of duties.
34. The contractor shall submit a monthly report of compliance and happenings w.r.t the Indian Coast Guard Station Kakinada assets guarded to the Commanding Officer, Kakinada.
35. Indian Coast Guard Station Kakinada reserves the right to increase/decrease the number of security guards at later date during the course of contract within the existing terms and conditions
36. The successful agency is required to enter into an agreement with the Indian Coast Guard Kakinada and cost incurred in this connection shall be borne by the agency.
37. Payment to security guards and Supervisor to be made by ECS/Cheque by the security agency by 7th of every month. In case the salary is not paid to the security personnel on time due to any reason the Commanding Officer, Indian Coast Guard Station Kakinada is to be intimated the reasons thereof.
38. Resolution of dispute. Indian Coast Guard and the agency shall make every effort to resolve amicably, by direct negotiations, any disagreement or dispute arising between them under or in connection with the contract. If after their days from the commencement of such negotiations, Indian Coast Guard and the agency have been unable to resolve the matter, then the Commanding Officer, Indian Coast Guard Station Kakinada shall appoint a Board of Officers for formal arbitration whose decision shall be final and binding.
39. The Commanding Officer, Indian Coast Guard Station Kakinada reserves the rights of accepting in full or part/not accepting the tenders without assigning any reason.

APPENDIX "B"

TECHNICAL BID
CHECK OF LIST FOR PROVIDING SECURITY
ARRANGEMENT TO INDIAN COAST GUARD STATION KAKINADA

SL	RFP No.:	RFP No.:
1	Name & address of the bidder;	
2	Other Information	Phone no. (off): Fax no.: Mb no: E-mail:
3	Name and designation of the person of the bidder to whom all references shall be made	
4	The bidder should have minimum annual turnover of Rs. 25 Lakh during the last three financial years (2015-16, 2016-17, 2017-18). Audited balance sheet attached	Yes / No
5	The organization must be experienced in Servicing Govt. / PSU offices for similar services Experience letter attached	Yes/ No
6	The Contractor is to be registered with Labour Commissioner and should be in possession of necessary clearance to employ labourers	Yes/ No
7	Validity of offer for 120 days	Yes / No
8	The agency should have valid PASARA license. Copy of PASARA license attached	Yes / No
9	Copy of PAN card attached	Yes / No
10	Copy of GSTIN registration attached	Yes / No
11	Proof of PF registration attached	Yes / No
12	Proof of ESI registration	Yes / No
13	EMD submitted for Rs. /- in a separate envelop/ If any exemption, exemption certificate attached	Yes / No
14	Whether the provision of minimum wage act has been complied in full	Yes / No
NOTE : Bidder is requested to fill in the details, tick () the relevant option. Enclose this check of list in technical bid		

This is to certify that I/we before signing this tender have read and fully understood All the terms and conditions contained herein and undertake myself/ourselves abide by them.

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

Note: Wherever documentary evidences have been asked for in the tender document, bidder is required to furnish copy of the relevant document along with the Technical Bid. Owner reserves the right to verify any / all documents at any time during pre-award and post-award period, which bidder will have to produce within specified time failing which or in case of providing incorrect information, the owner reserved the right to take suitable action under the provisions of the tender / contract.

Appendix "C"

**TENDER FOR OUTSOURCING SECURITY AGENCY ON RATE CONTRACT BASIS
ICGS KAKINADA AT KAKINADA**

Note: Only mandatory allowances for single rate is to be entered in this form for unarmed security guard and supervisor. Nothing is to be attached with this form. Commercial bid in respect of those firms qualifying in the technical bid only will be opened.

1. Name of the firm :
2. Address of the firm :

RATES QUOTED FOR UNARMED SECURITY GUARDS/ SUPERVISOR

(Over writing not permitted. Amendments be signed by the tenderer)

Ser	Description of Wages	Rate in Rs for security guard (unarmed)	Rate in Rs for security supervisor (unarmed)
(a)	Basic wages plus VDA per day.		
(b)	Basic wages + VDA for a month (for 26 days)	462.40	366.25
(c)	Employees provident Fund (EPF) (13.15 % of basic + VDA)	12,072.50	9,522.50
(d)	Employees state Insurance (ESI) (4.75% of Basic + VDA)	1,580.96	1,252.21
(e)	Bonus (8.33% on Basic + VDA of 7000/- whichever is higher)	571.07	452.32
(f)	Uniform	583.33	583.33
(g)	Total	166.67	166.67
(h)	Relieving charges (1/6 th of total per person per month)	14924.53	11977.03
(i)	Service Charges	2487.42	1996.17
(k)	GST @ 18%		
(l)	Total Per head per month		
(m)	Total per month for 18 Security Guards/ 01 Supervisor		
(n)	Total for 01 year (for 18 Security guards and 01 Supervisor)		

For 01 Supervisor: Total Price

For 18 Security Guards (un armed)

Grand Total (for 18 Guards + 01 Supervisor)

Rs. _____
Rs. _____
Rs. _____

Note:

- (a) Basic wage will be latest minimum wage promulgated by AP Contract labour (R&A) Rules, 1971.
- (b) All mandatory allowance should be quoted as per entitlement supported by a copy of notification.
- (c) Offers / Bids which are not in consonance with Govt rates or any other labour laws will be treated invalid.
- (d) Break up for rates should be as per the above format. Any bid without breakup is bound to be rejected.

(Signature of the bidder)

Name and address (with seal)