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भारतीयतटरक्षक / Indian Coast Guard

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बेसमरम्मतइकाई (चेन्नै) / Base Maintenance Unit(CHN)

Email: bmu-chn@indiancoastguard.nic.in

56, एसएनस्ट्रीट / 56 SN Street

कासीमेडु, चेन्नै 600 013/ Kasimedu Chennai – 13

Quoting: 450/ PS/ SEC/ 18-19

28 Dec 18

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

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**REQUEST FOR PROPOSAL**  
**INVITATION OF BIDS FOR OUTSOURCING OF SECURITY GUARDS AT**  
**INDIAN COAST GUARD BASE MAINTENANCE UNIT, CHENNAI**

Dear Sir/ Madam,

Request for Proposal (RFP) No 450/PS/SEC/18-19 dated 28 Dec 18

1. Bids in sealed cover are invited for nine Security Guards (unarmed) and one Head Guard for office jobs listed in Part II of this RFP. Please super-scribe the above mentioned title, RFP No and date of opening of the bid on the sealed cover to avoid the bid being declared invalid.

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

- |     |                                       |   |
|-----|---------------------------------------|---|
| (a) | Bids/queries to be addressed to :     | The Officer-in-Charge   |
| (b) | Postal address for sending the bid:   | Base Maintenance Unit(CHN),<br>56, Suryanrayana Street,<br>Kasimedu, Chennai - 600013 |
| (c) | Telephone No. of the contact person : | 044-23460477  |
| (e) | E-mail id of contact person :         | <a href="mailto:bmu-chn@indiancoastguard.nic.in">bmu-chn@indiancoastguard.nic.in</a>  |
| (f) | Fax number :                          | 044-23460477  |

3. 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.

**PART I – GENERAL INFORMATION**

1. Last date and time for depositing the Bids: 22 Jan 19 at 1700hrs the sealed bids should be deposited/reached by the due date and time. The responsibility to ensure this lies with the bidder.

2. Manner of depositing the Bids: Sealed bids should be either dropped in the tender box marked as “Quotation for Tender Enquiry 450/PS/ 01/ SEC/RFP/001/18-19 dated 28 Dec 18” 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).

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3. Time and date for opening of Bids: **1100 hrs on 23 Jan 19**(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: Inside Guard Room, Base Maintenance Unit, 56,Suryanarayana Street, Kasimedu, Chennai-600 013.Only those bids that are found in the tender box will be opened. Bids dropped in the wrong tender box will be rendered invalid.
5. Place of opening of the Bids: As given at Para 4above.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: The bids are invited in two-bid system as indicated in Para 1 at Page 1 of this RFP. Only the technical bids 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 to the technical evaluation done by the buyer as per the technical evaluation parameters in Appendix 'A' of this RFP.
7. **Pre-Bid Conference: The Pre Bid conference for clarification on RFP parameters, specifications will be held on 16 Jan 19 at 1100 hrs in BMU (CHN) premises. The prospective bidders may depute their representatives to attend said meeting alongwith authority letter.**
8. 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, bank address with EFT account if applicable, etc and complete postal & e-mail address of their office.
9. Clarification regarding contents of the RFP: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the buyer in writing about the clarifications sought not later than 14 (fourteen) days/ prior to the date of opening of the bids. Copies of the query and clarification by the buyerwill be sent to all prospective bidders who have received the bidding documents.
10. Modification and Withdrawal of Bids: A bidder may modify or withdraw his bid after submissionprovided 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 buyer not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in bidder's forfeiture of bid security.
11. 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.



12. **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.
13. **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.
14. **Validity of Bids:** The bids should remain valid for 90 days from the last date of submission of the bids.
15. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **₹72,000/- (Rupees seventy two thousand only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per form DPM-16 (available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 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 (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.
16. **Wages rates are to be quoted in accordance with the State/ Central Government rate, whichever is higher applicable for outsourcing of security services. Minimum service charges not less than 5% over and above that Minimum wages to be quoted separately, in words and figures. In case of more firms quoting same rates, either lottery system or method or dividing the period of duration of contract between the bidders will be followed at the discretion of Competent Financial Authority to select the vendor. The rates quoted in paise will be acceptable only up to two decimal places and any rate quoted beyond two decimal places will be treated as 'freak; and quote will be rejected as not valid. Price quotes if received in two decimal places will be rounded off to the nearest rupee. For example, Rs. 7.68 will be rounded off to Rs. 8.00. Similarly, Rs. 7.45 will be rounded off to Rs. 7.00 and so on. GST will be reimbursed on actual. The minimum wages should include all the items of wages, allowances and statutory emoluments due as notified by the State/Central Government from time to time.**

## **PART II - DETAILS OF SERVICE REQUIRED**

1. **Schedule of Requirement:** Provisioning of security services for period of one year w.e.f the date of sanction with one head guard and nine unarmed security guards at three sentry post for round the clock security at BMU (CHN) premises . Details of requirements are as below:-



<u>Sl</u>	<u>Denomination of services</u>	<u>Quantity</u>	<u>Deployment of personnel</u>
1.	Unarmed Security Guard	09	(a) <u>Entrance Gate</u> 01 guard from 0600 hrs to 1400 hrs 01 guard from 1400 hrs to 2200 hrs 01 guard from 2200hrs to 0600 hrs. (b) <u>Central Gate</u> 01 guard from 0600 hrs to 1400 hrs 01 guard from 1400 hrs to 2200 hrs 01 guard from 2200hrs to 0600 hrs. (c) <u>Rear Gate</u> 01 guard from 0600 hrs to 1400 hrs 01 guard from 1400 hrs to 2200 hrs 01 guard from 2200hrs to 0600 hrs. <u>Note:</u> The shift/duty timings as mentioned above will be as agreeable to both parties i.e. service provider and the buyer.
2.	Head Guard	01	For overall supervision of duties of security guards and will perform general duties including preparation of duty roster, etc.

Note:- Firm to provide TIN/PAN/CST/Service tax registration number and RHQ (E) registration number with the quotation. Bills to be submitted with monthly attendance sheet and bank details.

(a) Scope of work :

(i) Following scope of job/activities involved in employment of security personnel: The deployed security guards are to man the entire premises of BMU (CHN) round the clock on three watch system of 03 unarmed guardseachas per the details mentioned at Para 1 above. The Head Guard will be the overall-in-charge of security staff. He will be deployed from 0830 hrs to 0530 hrs to carry out duties vis. Preparation of duty roster, positioning of security guards and ensuring their attendance, uniform and other aspects required for carrying out the security duties etc.

(ii) No additional charges are levied for above job of BMU(CHN) during the contract period.

(b) Knowledge of work: Personnel employed are deemed to have acquired complete knowledge of activities involved in security aspects and its related works etc.

(c) Qualification & Experience: The guards should be possessing basic/elementary pass with adequate experience in their relevant field etc.

2. Delivery Period: The service shall commence from the date of signing of contract and the period for providing services of data entry operator/ computer operator would be 12 Months from the effective date of contract. Please note the buyer can cancel that contract unilaterally in case services are not provided during the period. Extension of contracted period will be at the sole discretion of the buyer, with applicability of LD clause.

3. Statutory Conditions:

(a) That the service provider shall obtain a valid license from the Competent Licensing Officer under the provisions of the Contract Labourer (Regulation and Abolition) Act, 1970 and Contract Labourer (Regulation and Abolition) Central Rules 1971 within 90 days of the date of this agreement. If the service provider fails to obtain license within the stipulated time or is refused of the licenses by the concerned authorities for any reasons or do not comply with the conditions stipulated in the



-5-

(b) That the service provider shall also abide by the provisions of the Child Labourer (Prohibition and Regulation) Act 1936. No labourer below the age of 14 years shall be employed by the service provider for the service provided by the service provider to the buyer.

(c) That the service provider shall pay to the workmen employed by him wages as per prevailing rates in accordance with the provisions of the Contract Labourer (Regulation and Abolition) Act 1970 and Contract Labourer (Regulation and Abolition) Rules 1971.

(d) That the service provider shall fix the wage period not exceeding one month to make payment to the labourer employed by him and shall ensure payment before expiry of the 7<sup>th</sup> day after the last day of the wage period.

(e) That the disbursement of wages would be made in accordance with the procedure contained in laid down rules/ buyer orders.

(f) That it shall be the responsibility of the service provider to issue the Photo Identity Card to each workman as per the prescribed format and to maintain the muster roll, the wage register and other registers as provided in the Contract labourer (Regulation and Abolition) Act. These cards are to be constantly displayed while they are in the security zone and their loss should be reported to concerned authority immediately. Entry permit for the particular Building/ Block where the person is actually deployed shall be issued by Headquarters, Coast Guard District Headquarters No 5(TN), Fort St George, Chennai.

(g) That the service provider shall arrange for such facilities as provided for in the Contract Labourer (Regulation and Abolition) Act for the welfare of the workmen employed on the work.

(h) That the transportation, food and other essential requirement in respect of each personnel of the service provider will be the responsibility of the service provider.

(j) That the service provider shall indemnify and protect against all actions, suits claims, demands, costs, charges or expenses arising in connection with any death or injury sustained by any person or persons within the premises by the acts or omission of the service provider, his agent or his staff during the execution of this contract, irrespective of whether such liability arises under the Workmen's Compensation Act, 1923 or Fatal Accidents Act, or any other statute in force for the time being.

#### 4. Conduct of Workmen deployed:

(a) That the service provider shall get the character and antecedents of the persons provided by him verified within one month from the date of his/ her engagement and submit the certificate provided by the Police Authorities in original to the buyer.

(b) That the service provider's workmen should be polite and efficient, while handling the assigned work and their actions shall promote goodwill and enhance the image of this Office. The service provider shall be responsible for any act of indiscipline on the part of the persons deployed by him. The service provider shall ensure proper conduct of his workmen in the office premises, and prohibit consumption



-6-

(c) The persons deployed by the service provider should abide by the security Instructions of the buyer issued from time to time and should submit themselves for any security checks within the premises of their workplace. They should not carry any official documents in any form like files/ letters/ or any other electronic devices without proper authorization. In case they are found to be in, possession of any official documents without proper authorization action as deemed necessary will be initiated against them and the service provider.

(d) That the service provider's workmen shall not divulge or disclose to any persons any details of office, operational process, technical know-how, security arrangements, administrative / organizational matters of a confidential / secret nature.

(e) That the personnel deployed should be of good health and not suffering from any disease, contagious or otherwise. If any of the personnel is found medically unfit by the Medical Doctor, he / she shall be removed, replaced by the service provider immediately.

(f) That the buyer may require the service provider to dismiss or remove from the site of work any person or persons employed by the service provider upon the work who may be incompetent or misconducts, or is himself found to be breaching any of the security arrangements of the office, and the service provider shall forthwith comply with such requirements.

(g) Attendance particulars in respect of deployed workforce will be carried out by the user unit to ensure proper and adequate manning. The service provider shall respond to the check conducted by the user unit and take appropriate remedial measures.

(h) On successful completion of monthly basis works completion certificate alongwith tax invoice bill to be submitted on or before 05<sup>th</sup> of every month to this office for making contingent bill for payment.

(j) Rates and validity: **Any upward/ downward revision or a result of any variation in the rates presented by the Govt. shall be allowed to the contractor to be paid to the Security Guards, without any change in the service charges.**

(k) Payment: Payment shall be made directly by the Office of the DCDA(Navy), Fort St. George, Chennai - 600 009 through A/C payee cheque/ECS on receipt of contingent bill from this unit. Contingent bill shall be forwarded to DCDA(Navy) on submission of work completion certificate and cash bill affixed with one rupee revenue stamp by you.

(l) Indemnity: For security work carried out on board ship/ establishment(BMU), you shall indemnify the Officer-in-Charge, Base Maintenance Unit, Chennai his officers and men from any claim, cost, expenses, taxes and assessment including penalty, punitive damages, court fees etc. which may be required with respect to any breach of contractors obligation or for which the contractor assumed responsibility including those imposed by local or national law or law in respect of all salaries, wages or other compensation of all persons employed by you or your sub-contractors in connection with the performance of any act covered in the work order / contract.

(m) Security of personnel employed: It will be bounding to examine all aspects pertaining to safety of personnel employed by you onboard ships/establishment. No claim for injury/disability due to negligence from safety angle will be entertained.

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-7-

5. Consignee details: The Officer-in-Charge, Indian Coast Guard Base Maintenance Unit(CHN), 56, Suryanrayana Street, Kasimedu, Chennai - 13

### 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. service provider in the contract) as selected by the buyer. Failure to do so may result in rejection of the bid submitted by the bidder.

1. Law: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. Effective Date of the Contract: The contract shall come into effect on the date of signatures of both the parties on the contract (effective date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract. Also the contract may be further extended by the buyer for a period of one more year based on the performance with the contracted rate (subject to satisfying minimum wages promulgated by Government of Tamil Nadu).

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 service provider undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the buyer or otherwise in procuring the contracts or forbearing to do or 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 for bearing 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 service provider or any one employed by him or acting on his behalf (whether with or without the knowledge of the service provider) or the commission of any offers by the service provider or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the buyer to cancel the contract and all or any other contracts with the service provider and recover from the service provider the amount of any loss arising from such cancellation. A decision of the buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the service provider. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the service provider towards any officer/employee of the buyer or to any other person in a position to influence any officer/employee of the buyer for showing any favour in relation to this or any other contract, shall render the service provider to such liability/ penalty as the buyer may deem proper, including but not limited to



-8-

5. Agents/ Agency Commission: The service provider confirms and declares to the buyer that the service provider is the original manufacturer of the stores/provider of the services referred to in 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 service provider, 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 service provider agrees that if it is established at any time to the satisfaction of the buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the buyer that the 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 service provider will be liable to refund that amount to the buyer. The service provider will also be debarred from entering into any supply contract with the Government of India for a minimum period of five years. Either the buyer will also have a right to consider cancellation of the contract wholly or in part, without any entitlement or compensation to the service provider who shall in such an event be liable to refund all payments made by the buyer in terms of the contract along with interest at the rate of 2% per annum above LIBOR rate. The buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

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

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

9. Termination of Contract: The buyer/consignee shall have the right to terminate this contract in part or in full in any of the following cases:-

- (a) The service provider is declared bankrupt or becomes insolvent.
- (b) The buyer has noticed that the service provider has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (c) 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.

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-9-

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

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

13. Amendments: No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this contract and signed on behalf of both the parties and which expressly states to amend the present contract. **Any upward/ downward revision or a result of any variation in the rates presented by the Govt. shall be allowed to the contractor to be paid to the Security Guards, without any change in the service charges.**

14. Taxes and Duties:

(a) If bidder desires to ask for excise duty or service taxes and other duties, 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.

(b) If reimbursement of any duty/tax is intended as extra over the quoted prices, the bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final, he should clearly indicate the rate of such duty/tax will be entrained after the opening of tenders.

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

(d) If a bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any duty/tax, it should be brought out clearly stated by a bidder that later on, will not be accepted unless in such cases it is clearly stated by a bidder that such duty/tax will not be charged by him even if the same becomes applicable on the items in question for the purpose of comparing their prices with other bidders

(e) Any charge in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by supplier. Similarly, in case of downward revision in any the buyer by the service provider. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. If any obtained by the service provider.

(f) Sales Tax / VAT: not applicable



-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. service provider in the contract) as selected by the buyer. Failure to do so may result in rejection of bid submitted by the bidder.

1. Performance Guarantee:

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

2. Option Clause: The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the buyer to exercise this option or not.

3. Payment Terms for Indigenous Service Provider: 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 from 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). 100% payment on delivery and acceptance by the user.

4. Advance payments: No advance payment (s) will be made.

5. Paying authority: The payment of bills will be made for the services provided for a completed month directly by the Dy Controller of Defence accounts (Navy), Fort St. George, Chennai-600 009, on submission of the following documents by the service provider to the buying authority along with the bill:-

- (v) Ink-signed copy of commercial invoice/ service provider's bill.
- (ii) Copy of supply order
- (iii) Satisfactory certificate from the user.
- (iv) Inspection note.
- (v) Claim for statutory and other levies to be supported with requisite documents /proof of payments such as service tax etc.
- (vi) Details of electronic payments viz Account holders name, Bank name, Branch name and Address, Account type, Account number, IFSC code, MICR code (If these details are not incorporated in supply order/contract).
- (vii) Any other document / certificate that may be provided for in the supply order/ contract.



-11-

6. Risk & Expense clause:

(a) Should the services or any part thereof not be delivered within the time or times specified in the contract documents, or any laxity on providing services is made in respect of the stores or any installment thereof, the Buyer shall after granting the seller 45 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 stores or any installment thereof not perform in accordance with the specification /parameters provided by the service provider during the check proof tests to be done in the buyer's country, the buyer shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the wholly or to the extent of such default.

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

(i) Such default.

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

7. Any excess of the purchase price, cost of manufacture, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the service provider. Such recoveries shall not exceed 1% of the value of the contract."

8. Minimum Wages. The contractor should ensure payment of wages as per existing minimum wages Act 1948 revised from time to time to the security guards. Non-adherence to the minimum wages Act 1948 will result in cancellation of contract 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 existing minimum wages promulgated by the Labour department, Govt of Tamil Nadu, to the skilled/unskilled workers. The basic wages should be highest of rates promulgated by the Central Labour Commission/State Govt. Gazette notification/respective District Collector. The rates will be as per the Central Labour Commission for 30/31 days per month inclusive of wages for weekly day of rest. The ESI/EPF and other charges should be quoted strictly as per the prescribed Govt. rates. Further, the service provider is to ensure that all statutory contributions viz. EPF, ESI etc. should be paid as per existing Govt rates/ orders.

9. Payment of Minimum Wages.

(a) **'Proof of payment to the Employees less their contribution (Employees' share) towards EPF, ESI' to be provided by the Contractor along with the bills for every month.**

(b) **Deduction of EPF, ESI: Proof of remittance of Employer's Share & Employees' Share of EPF / EDLI & ESI to the respective Employees' account also to be provided by the Contractor along with the bills for every month.**

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-12-

(c) **EPF/ESI Account number in respect of each employee to be provided to them for their access to their EPF/ESI Account.**

10. 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, Earthquake 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 from the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

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

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

11. Transportation: The following transportation clause will form part of the contract placed on successful bidder-FOB/FAS – Not applicable

12. Quality: The quality of the services rendered according to the present contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in service provider's country or specifications enumerated as per RFP and shall also include therein modification to the services suggested by the buyer. Such modifications will be mutually agreed to. The service provider confirms that the services to be supplied under this Contract shall be new i.e. not manufactured before (year of contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the service provider in the past if any. The service provider shall supply an interchange ability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

13. Inspection Authority: The Inspection will be carried out by Oi/C BMU(CHN) or any officer nominated by him. The mode of Inspection will be departmental inspection / user inspection / joint inspection / self-certification.

Contd....13/-



-13-

## PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. Evaluation Criteria: The broad guidelines for evaluation of Bids will be as follows:

(a) Only those bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) In respect of two-bid system, the technical bids forwarded by the bidders will be evaluated by the buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of technical bids would be determined on the basis of the parameters specified in the RFP. The price bids of only those bidders will be opened whose technical bids would clear the technical evaluation.

(c) The lowest bid will be decided upon the lowest price quoted by the particular bidder as per the price format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:-

(i) In cases where only indigenous bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the bidders will be considered. The ultimate cost to the buyer would be the deciding factor for ranking of bids.

(ii) In cases where both foreign and indigenous Bidders are competing, following criteria would be followed –

(aa) In case of foreign bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.

(ab) In case of indigenous bidders, excise duty on fully formed equipment would be offloaded.

(ac) Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous bidders.

(d) The bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms, otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT is intended as extra, over the quoted prices, the bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entailed after the opening of tenders. If a bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a bidder is exempted from payment of Customs duty/ Excise Duty/ VAT duty up to any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty/ Excise Duty/ VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes livable later on, will not be

accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the bidders who fail to comply with this requirement, their quoted prices shall be loaded

Contd....14/-



-14-

with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other bidders. The same logic applies to Customs duty and VAT also.

(e) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quality, 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.

2. Price Bid Format: The bidders are required to fill this up correctly with full details of price bid (as per the given format).

3. **Wages rates are to be quoted in accordance with the State/ Central Government rate, whichever is higher applicable for outsourcing of Conservancy Services. Minimum service charges not less than 5% over and above that Minimum wages to be quoted separately, in words and figures. In case of more firms quoting same rates, either lottery system or method or dividing the period of duration of contract between the bidders will be followed at the discretion of Competent Financial Authority to select the vendor. The rates quoted in paise will be acceptable only up to two decimal places and any rate quoted beyond two decimal places will be treated as 'freak; and quote will be rejected as not valid. Price quotes if received in two decimal places will be rounded off to the nearest rupee. For example, Rs. 7.68 will be rounded off to Rs. 8.00. Similarly, Rs. 7.45 will be rounded off to Rs. 7.00 and so on. GST will be reimbursed on actual. The minimum wages should include all the items of wages, allowances and statutory emoluments due as notified by the State/Central Government from time to time.**



(V Venugopal)  
AsstComdt  
Logistics Officer  
for Officer-in-Charger

Encl: As above

FORMAT FOR SUBMISSION OF BID

1. Consolidated charges including GST, levies etc. on per day rate basis for outsourcing of 09 unarmed security Guards and 01 Head Guard for BMU (CHN):-

SI	Item	Security Guard	Head Guard
(a)	Basic Wages plus VDA per day		
(b)	EPF (13%) on SI (a) subject to max. wage ceiling of Rs. 15000/- per month		
(c)	ESI (4.75 %) on SI(a)		
(d)	Sub Total		
(e)	Profit of firm/ service charge per head <b>(Not less than 5% on sl.(a) over and above the minimum wages quoted)</b> to be quoted in words and figures.		
(f)	Total		
(g)	GST @18 % on SI (f)		
(h)	Total for one person per day		
(j)	Total for one person per month (26 days)		
(k)	Total for one year [SI (j) X 12]		
(l)	Grand total for 12 month for 09 unarmed Security Guards and 01 Head Guard		

Total in words (Rupees \_\_\_\_\_ only)

2. (a) Total should be filled carefully in words and figures. In case of mismatch, total in words will be taken as final for processing your bid.

(b) The basic wages should be highest of rates promulgated by the Central Labour Commission/State Government Gazette Notification/respective District Collector. The rates as per the Central Labour Commission when quoted should be for 30/31 days per month inclusive of wages for weekly day of rest.

(c) **The minimum service charges in Rupees to be quoted (not less than 5% of minimum wages on basic wages plus VDA per day) in words and figures.**

3. The ESI & EPF, EDLI and Administrative Charges shall be quoted strictly as per the prescribed rates by the Govt. The firm should have service tax registration for service tax payment. Payment of all levies/ taxes/ subscriptions will be made on production of evidentiary proof. Quotes received with EPF/ESI & Service tax registration details will not be considered.

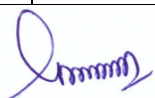
4. Bidder has to submit quotation as per above format only in their letter pad/ memo. Quotes not found as per the above format will not be considered.

Signature of the renderer with Stamp & Seal



**ELIGIBILITY CRITERIA AND DOCUMENTS SUBMITTED ALONGWITH THE BID**

<u>Sl.</u>	<u>Description</u>	<u>Clause as per RFP</u>	<u>Submitted/ furnished (Yes/NO)</u>
1.	Firms Name	Owner & Contractor of person/ name	
2.	Firms Details	Firms' Address, Telephone, Cell phone No & Fax No	
3.	PAN Details	Copy of PAN of firm/ proprietor	
4.	TIN/ GST Registration details	Copy of registration certificate	
5.	Bank Details	Bank Account No and name & address of bank, IFSC / MICR code	
6.	ESI Registration Certificate	Copy of ESI registration certificate with nominal roll, unique ESI id registration No & photo identity proof of the workers to be employee for the said work alongwith copy of latest receipt of premium paid to the concerned authorities should be attached.	
7.	EPF Registration Certificate	Attested copy of EPF registration certificate with nominal roll, unique identity proof of the workers to be employed for the said work alongwith copy of latest receipt of premium paid to the concerned authority should be attached.	
8.	Past Experience	The firm should have executed minimum two contracts in State/ Central GovtDept/ PSUs/ reputed MNCs etc and not been black listed any time. Copy of work orders should be enclosed.	
9.	Work Force	Not less than 10 personnel in previous year. Nominal roll of the workers to be enclosed.	
10.	Income Tax Details	The firm is required to submit last three years income tax return details	
11.	Annual Turn Over	Annual turn over of the firm should be minimum 10 lakhs	
12.	EMD Amount	EMD as mentioned in RFP is to be deposited alongwith quotation	
13.	Goods and Service Tax Registration	Certificate for GST registration to be enclosed.	
14.	Balance sheet and profit and Loss Statement	The balance sheet/ profit & loss statement of last two financial years duly certified by auditors/ CA to be attached.	
15.	Affidavit	An affidavit is required to be submitted with the quotation for compliance of minimum wages, EPF/ ESI and other statutory provision promulgated by the competent authorities.	
16.	License from Labour Commissioner	The contractor should be licence holder for providing contract labourers issued by the competent labourlicence authority under provision of contract labour (regulation and abolition) Act 1970 and rules 1971.	





17.	Registration details	The firm must be registered with any Govt/ Non-Govt agency/ PSUs (Copy of registration to be enclosed). Relevant proof to be submitted for the same.	
18.	Job Completion	Successful job completion certificate for the contracts executed by respective organisation during last three years to be enclosed.	
19.	Litigations Court Case	Notarized affidavit to be submitted for the following (a) Certificate that the firm has never been banned/ black listed by any Govt organization/ Non Govt Organization/ PSUs (b) There is no litigation/ court cases against the firm.	
20.	Solvency and Details of firms Property	Solvency certificate confirming no indebtedness of mortgage of the firm's property issued by the civil authority to the firm alongwith records of the firm & owner's movable & immovable property duly attested by the notary to be enclosed.	
21.	Power of Attorney	General power of attorney (if any) documents to be submitted	
22.	Any other details vendor wants to provide		

Note :- Any other technical information which are requisited by the unit be in incorporated in addition to the above parameters.

Signature of tendered (s)

