

दूरभाष/Tele : 04368-226500
ईमेल/E-mail: cgs-kkl@indiancoastguard.nic.in

Reply should be addressed to
the Commanding Officer

438/LP/PS(Security)/19-20

M/s

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भारतीय तटरक्षक अवस्थान कराईकल
Indian Coast Guard Station Karaikal
ICGS Karaikal
No. 64, Bharathi Nagar
PB No. 1554, Karaikal Post
Karaikal – 609 602

13 Nov 19

**REQUEST FOR PROPOSAL FOR INVITATION OF BIDS FOR OUTSOURCING OF
PRIVATE SECURITY SERVICES AT COAST GUARD STATION KARAIKAL
RFP NO. ICGS(KKL)/RFP/PS(SECURITY)/15/19-20 DATED 13 NOV 2019**

Sir/Madam,

1. "Online bid" (Under OTE basis) from firms are invited for **Outsourcing of private security services at Coast Guard Station, Karaikal** as per **Part II** of this RFP. **Manual bids shall not be accepted. Tenders from black listed/banned firms shall not be accepted. Tender document can be viewed and downloaded from Indian Coast Guard web site www.indiancoastguard.gov.in (for reference only) and Defence eProcurement Portal site <https://defproc.gov.in/nicgep/app> as per the schedule given in CRITICAL DATE SHEET.**

CRITICAL DATE SHEET

SL	DESCRIPTION	DATE & TIME
(a)	Published Date	13 Nov 19 (1550 HRS)
(b)	Bid Document Download/ Sale Start Date	13 Nov 19 (1600 HRS)
(c)	Clarification Start Date	13 Nov 19 (1630 HRS)
(d)	Clarification End Date	26 Nov 19 (1400 HRS)
(e)	Pre-bid meeting	18 Nov 19 (1100 HRS)
(f)	Bid Submission Start Date	13 Nov 19 (1700 HRS)
(g)	Bid Document Download / Sale End Date	28 Nov 19 (1400 HRS)
(h)	Bid Submission End Date	28 Nov 19 (1400 HRS)
(j)	Technical Bid Opening Date	29 Nov 19 (1430 HRS)

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, ICGS Karaikal

(b) Postal address of the office:

The Commanding Officer,
ICGS Karaikal,
Plot No. 64, Bharati Nagar,
P B No. 1554, Karaikal – 609 602

- (c) Name/designation of the contact personnel: Dy Commandant C Sunil
Station Logistics Officer
- (d) Telephone numbers of the contact personnel: 04368-223500
- (e) Fax number: 04368-226500

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 Technical Specifications, Delivery Period and Consignee details.
- (c) **Part III** – Contains Standard Conditions of RFP, obligatory to both the buyer and the Bidders.
- (d) **Part IV** – Special conditions of RFP, obligatory to both the buyer and the bidders.
- (e) **Part V** – Evaluation criteria and price bid issues.

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. You are requested to comply with all the terms and condition mentioned in the RFP and certificate in this regard is to be endorsed on the quote submitted by your firm. Relaxation/deviation of terms/condition if any should be clearly brought out for consideration. However, acceptance of same will solely be at discretion of Coast Guard. The para marked with 'Blank' will not be considered as part of RFP.

6. Bid documents may be scanned with 100 dpi with black and white option, in PDF format which helps in reducing size of the scanned document.

7. Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Defence eProcurement Portal for organisation under MoD at <https://defproc.gov.in/nicgep/app>.

8. Bids shall be submitted online only at Defence eProcurement Portal website: <https://defproc.gov.in/nicgep/app>.

Thanking you,

Yours faithfully,



(C Sunil)

Deputy Commandant
Logistics Officer
for Commanding Officer

- Encl:** (a) Appendix 'A' – Terms and conditions
(b) Appendix 'B' – Technical Bid
(c) Appendix 'C' – Price Bid Undertaking
(d) Appendix 'D' – Evaluation Criteria
(e) Appendix 'E' – instructions for online bid submission

Part I
General information

1. **Last date and time for depositing the Bids: As per Critical Date Sheet:** The online bids (Commercial Documents) should be uploaded as per this RFP by the due date time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids:** Online bids should be uploaded before due date and time. Late tenders will not be considered. No responsibility will be taken for technical delay or not uploading of bids of bid. **Bids sent by Fax or e-mail will not be considered. EMD to be deposited "Manually" at address mentioned in para 2 ibid on or prior opening of bids.**
3. **Time and date for opening of Bids: As per Critical Date Sheet**
(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. Following guidelines may be followed while submitting requisite physical documents (EMD or Exemption certificate) as indicated in the RFP. **No commercial bid will be dropped in the Tender Box except those mentioned at para 2 above.**
5. **Place of opening of the Bids.** The Bids will be opened in the Conference room of Indian Coast Guard Station Karaikal at Karaikal. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Quotation on the due date and time. Rates and important commercial quoted by all Bidders will be read out in the presence of your representative all bidders. This event will not be postponed due to non presence of your representative.
6. **Two-Bid system:** Both technical bid and Commercial bid are part of the bidding system. Technical bid as per format (in firm's letter pad) placed at **Appendix 'B'** will be opened on the date as mentioned in the Critical Date Sheet. Only the **commercial bid** of the tenderer who qualifies the **technical bid** will be opened.
7. **Forwarding of Bids –**
 - (a) The commercial bid should be submitted **ONLINE** by the Bidders duly digitally signed by the legal owner of the firm or the person authorised by him to do so.
 - (c) The physical receipt of specified documents shall be mandatory prior to bid opening date & time mentioned at critical date sheet.
 - (d) The non receipt of the physical documents shall result in rejection of bid.
 - (e) Only those documents specified in the tender documents and found in the tender box will be opened.
 - (f) Physical documents as specified in case dropped in the wrong Tender Box will be rendered invalid.
 - (g) The envelope containing the requisite physical documents (EMD/ Exemption Certificate) should be addressed to the **Commanding Officer, (Station Logistics**

Officer) ICGS Karaikal, Quotes for Outsourcing of Private Security Services for ICG assets at Karaikal (in Capital Letter) NO. 64, Bharathi Nagar, PB. No. 1554, Karaikal-609 602. The requisite physical document (EMD/ Exemption Certificate) may be sent by hand/post/speed post/ Courier. However, it is the sole responsibility of the tenderer to ensure requisite physical documents are received in the buyer's office prior to bid submission end date. The buyer by no means will be responsible for any delay in receipt of requisite documents.

(h) No post-bid clarification on the initiative of the bidder will be entertained.

8. **Clarification regarding contents of the RFP:** A per bid conference will be conducted as per critical date sheet in ICGS Karaikal to clear issues pertaining to bid documents. The participating firms are required to depute their reps to attend the conference with authority letter. Attending pre-bid conference is mandatory for all bidders. The bidders who will attend pre-bid conference, will only be considered for opening of bids/tendering process 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 purchaser will be sent to all prospective bidders who have received the bidding documents.

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

10. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at it's 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** (Date) from the last date of submission of the Bids.

14. **Pre-Bid Conference:** The pre-bid conference will be conducted on the date mentioned in Critical date Sheet in the office of Logistics Officer at Coast Guard Station Karaikal. The participating firms are required to depute their representative (s) to attend the meeting.

15. **Earnest Money Deposit:**– The Bidders are to furnish EMD for a sum of **Rs. 92,200.00** (Rupees **Ninety Two Thousand Two Hundred** only) with the validity of 60 days after opening date of tender, in the form of an Account Payee Demand Draft or Fixed Deposit Receipt, Banker's Cheque of Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business in favour of the **“Public Fund Account, ICGS Karaikal”**. The Format in from DPM-13 may be adopted. **EMD of The unsuccessful bidder will be returned to them at the earliest** after expiry of the final bid validity and latest on or before the 60th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest what so ever, 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), and National Small Industries Corporation (NSIC)**. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender. EMD should be kept separately inside the envelope along with quotation in main envelop.

16. **Statutory Conditions :-** “wages rates are to be quoted in accordance with the sate/Central Government rate, Whichever is higher applicable for outsourcing of Security. Minimum service charges not less than 1% over and above that Minimum Wages to be quoted separately in words and figures. In case of more firms quoting same rates L1 will be decided as per evaluation criteria matrix placed in Appendix-D. **The rates 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” whichever is higher. **(The latest order in this regard is vide Ministry of Labour and Employment , O/o the Chief Labour Commissioner , New Delhi letter 1/36(1)/2019-LS-II dated 23/9/19).**

Part II Essential Details of Items/Services required

1. **Schedule of Requirements** – List of items / services required is as follows:-

(a) **Outsourcing of Security Services for Coast Guard assets at ICGS Karaikal for a period of 01 Year with effect from 01 Jan 2020 to 31 Dec 2020 as per the description given below:-**

Ser	Details of Security Services staff	Deno	No. Of Security Staff Required
(a)	Security Guard without arms	Nos.	15
(b)	Security Supervisor without arms	No	01

(b) **Nature of duties:**- Placement of unarmed uniformed security services in ICGS Karaikal/for its assets at Karaikal 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 Tamil language. (A detailed terms and condition is placed at **Appendix "A"**)

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

- (i) Preferably Security guard/supervisor 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 of 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 state registered companies or registered partnership firms reputed for providing Security services.

- (ii) PSAs should have PASARA Licenses under Private Security Regulation Act 2005 (Copy of PASRA LICENSE 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
- (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 Karaikal 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 15 in nos and 01 in no Security supervisor provided in the security service contract once finalized, will be operated by **The Commanding Officer, Indian Coast Guard Station Karaikal** 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 Karaikal (through Executive Officer)** by 1000 hrs on each working day. 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 alongwith the monthly bills for payment.

(h). **Signing of Contract 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.** Online bids should be uploaded before due date and time. Late tenders will not be considered. No responsibility will be taken for technical delay or not uploading of bids of bid. **Bids sent by Fax or e-mail will not be considered. EMD to be deposited "Manually" at address mentioned prior opening of bids.**

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

4. **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 licence under private security regulation act 2005. As per EPF and MP Act 1952, it is the responsibility of the contractor to obtain his independent EPF and ESI code from the concerned department and remit the contribution in respect of labourers employed by them to appropriate authorities. Moreover, Para 7.8.4(b)(vi) of DPM-09 stipulated that contractor should submit document/proof of EPF/ESI contribution with nominal roll of beneficiaries, while submitting bill for payment to paying authority.

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

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

(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.

(j) The security agency is binding to met prevailing rate of minimum wages which are fixed for particular employment by the Central Govt (i.e Ministry of Labour & Employment, Office of the Chief Labour Commissioner (C) New Delhi)

(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.

(l) The security guards & Supervisor being engaged by the Security Agency at ICGS KARAIKAL 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 KARAIKAL) will not have any liability for the same.

5. **Two –Bid System** - Only the **Technical Bid** would be opened on the time and date mentioned in the Critical Date Sheet. 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) Both the Technical bid and Commercial bid should be submitted **ONLINE** by the Bidders duly digitally signed by the legal owner of the firm or the person authorised by him to do so.

(b) EMD/Exception certificate should be submitted physically. The envelope containing the requisite physical documents (EMD/ Exemption Certificate) should be addressed to the **Commanding Officer, (Station Logistics Officer) ICGS Karaikal, Quotes for Rate Contract for procurement of ARS items (in Capital Letter) NO. 64, Bharathi Nagar, PB. No. 1554, Karaikal-609 602**. The requisite physical document (EMD/ Exemption Certificate) may be sent by hand/post/speed post/ Courier. However, it is the sole responsibility of the tenderer to ensure requisite physical documents are received in the buyer's office prior to bid submission end date. The buyer by no means will be responsible for any delay in receipt of requisite documents.

(h) No post-bid clarification on the initiative of the bidder will be entertained.

6. **Delivery Period** – Delivery period for placement of security personnel would be from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

7. **Police Verification.** Police verification along with 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). The Commanding Officer, ICGS Karaikal shall be the sole arbitrator. The decision of arbitrator taken after due consideration of facts brought out by both 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, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents/Agency Commission:** The seller confirms and declares to the buyer that 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; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the seller will be liable to refund that amount to the Buyer. The seller will also be debarred from entering into any supply contract with the Government of India for a minimum period of five years. The Buyer will

also have a right 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 contrast concluded earlier with the Government of India.

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

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

8. **Liquidated Damages:** In the event of firm's failure to provide the services as mentioned above, a penalty will be deducted from the monthly payment to be paid to the contractor. The Executing/Supervising Authority will indicate the quantum of penalty/deduction in the payment. The BUYER may deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services.

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

- (a) The delivery of the material/services is delayed for causes not attributable to Force Majeure for more than (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.

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

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

12. **Patents and other Industrial Property Rights:** The rates stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the 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.

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

14. **Taxes and Duties:-(As per GST Norms)**

(a) In respect of Foreign Bidders: NA

(b) In respect of Indigenous bidders

(a) General

1. If Bidder desires to ask for Service Tax, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

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

3. 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.

4. 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. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item

in question for the purpose of comparing their prices with other Bidders.

5. Any change 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 the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. If any obtained by the Contractor.

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

16. **Sales Tax / VAT/GST**

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

(b) On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the contractor 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 sales tax and the same is payable as per the terms of the contract.

17. **Octroi Duty & Local Taxes**

(a) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the customer, to avoid payment of such local taxes or duties.

(b) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the contractor to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

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 private sector bank authorized to conduct government business (ICICI Bank Ltd, Axis Bank Ltd or HDFC Bank etc. **Performance bank guarantee will be valid up to 60 days beyond the date of completion of contractual obligation including warranty.** The specimen to PBG is given in Form DPM-15 available on MoD official website or can be requested from this station. Non submissions of PBG within the stipulated period will attract penalty is quantum as in the case of liquidated Damages.
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. **Repeat order clause** NA.
4. **Tolerance Clause** – NA
5. **Payment Terms for Indigenous Sellers** - It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request).

(a) Payment will be made on post monthly basis after successful execution of supply/job orders 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 form Executive Officer of this Headquarters.
- (iii) Duly endorsed 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 of 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) ESI/EPF 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 one-month by the 05th 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), Chennai on post monthly basis subject to satisfactory services 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 month of award of contract.

(e) The contract rates shall be based on existing Minimum Wages promulgated by the Government, and will be subject to revision on revision of Minimum Wages by notification by the Govt. for which intimation letter shall be submitted by the Contractor along with copy of Govt. Order of this effect. The payment of the contractor will be enhanced in accordance with revised minimum wages after approval of competent authority.

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

7. **Paying Authority:** -

(I) The Deputy controller of Defence accounts (Navy), Fort St. George, Chennai – 600 009, payment of bills, payable on monthly basis, will be made on production of following documents:-

- (i) Ink-signed copy of contingent bill / Seller's bill.
- (ii) Ink-signed copy of Commercial invoice / Seller's bill.
- (iii) Copy of Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (iv) NA
- (v) NA
- (vi) Proof of payment for EPF / ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (vii) NA
- (viii) NA
- (ix) NA
- (x) Performance Bank guarantee / Indemnity bond where applicable.
- (xi) 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.
- (xii) Details for electronic payment viz Account holder's name, Bank

name Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract).

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

(xiv) User Acceptance, where applicable.

Photocopy of PBG.

(xv) Service tax remittance certificate.

8. Fall clause:-

(a) The price charged for the services 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 / Organisations 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 (D) 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:-

(c) 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 undertakings excluding joint sector companies and/or private parties and bodies.

(d) 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 quantity of services under sub-clauses (i), (ii) and (v) of sub-para (b) above, details of which are given below:-

9. Force Majeure Clause: NA

10. **Risk & Expense clause** 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 I 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 services of unskilled security guards, over the contract price appropriate to such default shall be recoverable from the SELLER / Service provider.

11. **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 designed 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.

12. **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 contractor for security of The Commanding Officer, ICGS Karaikal.** 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 Office of the Chief Labour Commissioner (C) New Delhi to Security Guards and Supervisor.

13. The approved minimum wages under this contract sees any revision during the

period of the contract on account of orders/Gazette notifications promulgated by the Government the revision of such rates will be applicable during the period of contract.

14. **'Payment of Minimum Wages'**: 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.

15. **EPF, ESI, EDLI 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.

16. 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.

17. **'Deductions 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.

18. EPF/ESI Account number in r/o each employee to be provided to them for their access to their EPF/ESI Account.

19. **Police Verification.** At all times, 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.

20. 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 Karaikal, Karaikal shall not be a party to any dispute arising of such deployment by the contractor.

21. **Uniform.** The **security services staff deployed by contractor** shall be in distinct/ 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.

22. Responsibility of payment of wages as per Section 21 of CLRA - 1970.

23. The contractor shall make payment to the contract labour employed on monthly basis under the contract in the presence of Station Security Officer, ICGS Karaikal or any Officer nominated by **The Commanding Officer, ICGS Karaikal** 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

Karaikal 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.

24. **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.

25.	<u>Buy-Back offer</u>	NA	
26.	<u>OEM Certificate</u>	NA	
27.	<u>Earliest Acceptable Year of Manufacture</u>	NA	NA
28.	<u>Buyer Furnished Equipment</u>	NA	
29.	<u>Quality</u>	NA	
30.	<u>Quality Assurance</u>		NA

31. **Inspection Authority**: The inspection will be carried out by The Executive Officer or any officer nominated by this Headquarters. The mode of Inspection will be Departmental /User/ Joint.

32. **Warranty** – NA

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

- (a) First complaint : Verbal Warning.
- (b) Second & Third complaint : Written Warning/ Show cause Notice.
- (c) Fourth & Fifth Complaint : Deduction of ¼th 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.

Part V

Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bids/Quotations 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/items and terms & conditions as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
- (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at **Appendix-'C'** to this tender enquiry / RFP. In case, if two vendors quote are the same lowest rates. The selection will be made on the basis of mark obtained as per the evaluation criteria placed at **Appendix 'D'** of Technical Bid. The price-bid shall comply with the commercial-bid and terms & conditions of the contract. The consideration of taxes and duties in evaluation process will be as follows:
- (d) 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. Bidders are required to quote all inclusive rates for the items included in the proposed Rate Contract.
- (e) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

2. The rates quoted in the tender shall be all inclusive of taxes/levies imposed by the Govt. Rates thus would be exclusively for the Security services and nothing else.

3. **Determination of Lowest Bidder(s)**. A Commercial Negotiation Committee (TEC) will be constituted comprising Coast Guard officers for evaluation of commercial-bids received from bidders. The price-bids will be opened based on the approved report of the TEC. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time. In case price bids of two or more firms are equal, the L-1 will be decided as per criteria given in **Appendix 'D'**.

4. **Instruction for Filing up Price-Bid.**

(a) The tenderer should satisfy himself with the terms and conditions of the contract. No claim on grounds of lack of knowledge, in any respect, shall be entertained.

(b) All additions and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either or both these conditions shall render the tender void.

(c) The tender form must be filled in English and all entries must be made by hand & written in ink. All numerical be written in words and figures. If any of the documents is missing or unsigned, the tender will be liable to be rejected.

(d) Each page of the tender document is required to be signed by the bidder submitting the tender.

(e) The tender submitted on behalf of a Partnership firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter the proposed contract. Otherwise, the tender is liable to be rejected. Coast Guard / MoD does not bind itself to accept the lowest, or any, or all the tenders and reserves to himself, the right to accept or reject any, or all the tenders, either in whole or in part without assigning any reasons for doing so. Credibility and good services will also be considered for award of contract.

Thanking you,

Yours faithfully



(C Sunil)
Deputy Commandant
Logistics Officer
for Commanding Officer

File No. **438/LP/PS(Security)/19-20**

Date :13 Nov 19

TERMS AND CONDITIONS RELATED TO DUTIES AND RESPONSIBILITY OF SECURITY SUPERVISOR AND GUARDS**OUTSOURCING/HIRING OF SECURITY SERVICES FOR CGS KARAIKAL**

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 Karaikal, Karaikal. 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 Karaikal {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 Karaikal 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/Airforce/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/ misshapen 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 Karaikal 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 Karaikal 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 Karaikal

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 Karaikal assets guarded to the Commanding Officer, Karaikal.
35. Indian Coast Guard Station Karaikal 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 Karaikal 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 Karaikal 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 Karaikal shall appoint a Board of Officers for formal arbitration whose decision shall be final and binding.
39. The Commanding Officer, Indian Coast Guard Station Karaikal reserves the rights of accepting in full or part/not accepting the tenders without assigning any reason.

TECHNICAL BID
CHECK OF LIST FOR PROVIDING SECURITY
ARRANGMENT TO INDIAN COAST GUARD STATION KARAIKAL

Sl.	RFP No.:.....	RFP Date:	
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 (2016-17, 2017-18, 2018-19). 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
15.	The mark obtained as per Appendix 'D' is not less than 25		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)

PRICE BID UNDERTAKING

(To be given on firm's letter head)

To,
Dear Sir/Madam,

1. I submit the Price Bid for **OUTSOURCING SECURITY AGENCY ON RATE CONTRACT BASIS ICGS KARAIKAL AT KARAIKAL** and related activities as envisaged in the Bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to deliver the services at the rates as indicated in the price Bid, with taxes as mentioned therein.
4. The rates have been quoted in Indian Rupee only.
5. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
6. The payment shall be made to the Firm at Bank Account as per ECS mandate (maintained in India only) by way of ECS/RTGS after deducting the TDS if applicable.
7. Basic wage will be latest minimum wage promulgated by Central Govt. (Ministry of Labour Employment Office of the Chief Labour Commissioner (C) New Delhi)/state government whichever is higher (latest notification).
8. All mandatory allowance should be quoted as per entitlement supported by a copy of notification.
09. Offers / Bids which are not in consonance with Govt rates or any other labour laws will be treated invalid.
10. Break up for rates should be as per the above format. Any bid without breakup is bound to be rejected.

Yours Faithfully,

Signature of authorized Representative

Name and address (with seal)

EVALUATION CRITERIA (MAX . 50 MARKS)

1. Manpower on roll (EPF Challan of latest month)
 - (a) Upto 200 person - 0 Points
 - (b) 201 to 350 person - 05 Points
 - (c) 351 to 550 person - 07.5 Points
 - (d) More than 551 person - 10 Points

2. Registration of firm (Govt issued proof)
 - (a) Less than 05 yrs - 0 Points
 - (b) 05 yrs to 07 yrs - 05 Points
 - (c) Between 07 yrs to 09 yrs - 07.5 Points
 - (d) More than 09 yrs - 10 Points

3. Turn over for the financial year (2018-2019) (Audited Balance Sheet)
 - (a) Less than 03 Crores - 0 Points
 - (b) Between 03 Crores to 05 Crores - 05 Points
 - (c) Between 05 Crores to 07 Crores - 07.5 Points
 - (d) More than 07 Crores - 10 Points

4. Company ownership (Govt issued documents)
 - (a) Owned by civilian - 5 Points
 - Owned by retired Para Military Personnel
 - (b) - 7.5 Points
 - (c) Owned by retired personnel of Army,
Navy, Air force or Coast Guard - 10 Points

5. Distance of Registered office from site of deployment (Govt registered office space)
 - (a) More than 20 Km - 0 Points
 - (a) 15 Km to 20 Km - 05 Points
 - (b) Between 10 to 15 Kms - 07.5 Points
 - (c) Less than 10 Kms - 10 Points

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the Defence eProcurement Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Defence eProcurement Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Defence eProcurement Portal.

More information useful for submitting online bids on the Defence eProcurement Portal may be obtained at: **<https://defproc.gov.in/nicgep/app>**.

REGISTRATION

- 1) Bidders are required to enroll on the Defence eProcurement System for Organisations under MoD (**URL: <https://defproc.gov.in/nicgep/app>**) by clicking on the link “Online bidder Enrollment” on the Defence eProcurement Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. **Bidders are required to download the BoQ file**, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to Defence eProcurement Portal in general may be directed to the 24x7 Defence eProcurement Portal Helpdesk.