Tele: 011-23384908
Fax: 011-23384908

Copy No.____________

Tatrakshak Mukhyalaya
Coast Guard Headquarters
National Stadium Complex,
Purana Quila Road
New Delhi – 110 001

Tender Enquiry

To
M/s ________________________________
____
____

INVITATION OF QUOTATIONS FOR OUTSOURCING/ HIRING OF SECURITY ARRANGEMENTS FOR COAST GUARD ASSETS AT SECTOR – 23, 24, 52 AND 62, NOIDA

RFP: Ref No. 113/ICGS (D)/Security **Date: 16 Aug 18**

1. Bids under **two bid system** (Technical-Bid and Commercial-Bid) in sealed covers are invited for concluding Security services, i.e. outsourcing/ hiring of security arrangements for Coast Guard assets at Sector – 23, 24, 52 and 62, NOIDA for the Coast Guard Station Delhi under Ministry of Defence, New Delhi, on as required basis, for 01 year. Details / Types of security supervisor & unarmed security guards, Scope of Contract etc. are **listed in Part II of this Tender Enquiry / RFP**. Please super scribe the above mentioned Title, Tender Enquiry number and date of opening of the Bids on the sealed covers to avoid the Bid being declared invalid. In case of two bid system, please also super scribe **'Technical-Bid'** and **'Commercial-Bid'** on the respective covers.

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

(a) Bids/queries to be addressed to: **The Commanding Officer**
Indian Coast Guard Station
National Stadium Complex,
Purana Quila Road,
New Delhi – 110 001
Ph. 2338 2497

(b) Postal address for sending the Bids: **The Commanding Officer**
Indian Coast Guard Station
National Stadium Complex,
Purana Quila Road,
New Delhi – 110 001
Ph. 2338 2497

(c) Name/designation of the contact person : **Comdt Arvind K Tyagi**
Security Officer

(d) Telephone numbers of the contact personnel: **011 -23384908**

(e) E-mail ids of contact personnel: icgs-del@indiancoastguard.nic.in

(f) Fax number: **011 – 23384908**

3. **Pre-Bid Conference** A pre bid conference will be conducted on **28 Aug 18** at **1500 hrs** in the office **The Commanding Officer, Indian Coast Guard Station Delhi, National Stadium Complex, Purana Quila Road, New Delhi – 110 001**. The participating firms are required to depute their representative(s) to attend the conference.

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

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

(b) **Part II** – Contains essential details of the security supervisor & unarmed security guards required, such as the Schedule of Requirements (SOR), Consignee details etc.

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

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

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

5. 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.

6. **Acceptance of Terms & Conditions**. The tenderer shall clearly mention the following in their offer letter: -

'WE ACCEPT ALL THE TERMS AND CONDITIONS MENTIONED IN TENDER ENQUIRY NO. **113/ICGS (D)/SECURITY DATED 16 Aug 18.**

7. The cost of tender is Rs. 250/- (Rupees Two Hundred Fifty only) (non refundable). The payment will be accepted by Demand Draft in favour of AO,**'CDA (Navy/Coast Guard) Delhi** payable at New Delhi only (cash will not be accepted).

(Arvind K Tyagi)
Commandant
Security Officer
For the Commanding Officer

Part I – General information

1. **Last date and time for depositing the Bids**: **14 Sep 18 at 1500 hrs**. The sealed quotations under two-bid system i.e. Technical-Bid and Commercial-Bid in sealed covers should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids**: Sealed quotations clearly marking reference no. and date on the envelop should be either dropped in the Tender Box marked as **"Commanding Officer, ICGS Delhi"** or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).

3. **Time and date for opening of Bids:** **14 Sep 18 at 1630 hrs.** (If due to any exigency, the due date for opening of the Technical-Bid is declared a closed holiday, then it 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:** **At Reception office, Indian Coast Guard Station, National Stadium Complex, Purana Quila Road, New Delhi – 110 001.** Only those quotations that are found in the tender box will be opened. Quotations dropped in the wrong Tender Box will be rendered invalid.

5. **Place of opening of the Bids:** **Technical / Commercial Bids will be opened in the Office of Commanding Officer, ICGS Delhi, National Stadium Complex, Purana Quila Road, New Delhi – 110 001.** Only proprietor / Director will be permitted to participate in tendering process. 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. The intimation for witnessing opening of Bids be given in advance for arranging gate pass at MoD.

6. **Two-Bid system**: In case of the Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.

7. **Forwarding of Bids –** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.

8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify 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 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.5

10. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

12. **Unwillingness to quote:** NA

13. **Validity of Bids:** The Bids should remain valid for a period of **120 days** from the last date of submission of the Bids.

14. **Earnest Money Deposit:** **Bidders are required to submit Earnest Money Deposit (EMD) Rs. 4, 50,000/- (Rupees Four lakhs Fifty Thousand only) in form of demand draft / fixed deposit receipt / Bankers Cheque along with their bids.** The EMD (Demand draft / fixed deposit receipt / Bankers Cheque) should be account payee and issued by any of the public sector banks or a private sector bank authorized to conduct government business in favour of **"Commanding Officer, ICGS Delhi"** Payable at New Delhi 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 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organisation (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender. **EMD to be submitted in the separate envelope along with TEC documents.**

Part II – Essential Details of Items/Services required

1. **Schedule of Requirements** – Number of Supervisor/ unarmed security guards required against this rate contract is given below.

(a) Supervisor - 02 in No.

(b) Unarmed Security Guards - 50 in Nos.

2. **Technical Details:** Blank

3. **Eligibility of Bidders**. In order to establish the eligibility, the bidders will have to furnish the following documentary evidence:-

(a) **Qualification of the bidders:-**

(i) The bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, and must possess the valid license under the Private Security Agencies (Regulation) Act 2005. The bidder should have registered office in Noida / Delhi under PSARA -2005 and have valid license to provide security services at NOIDA.

(ii) The bidder should have a experience of at least 03 years in providing security services to any Govt organization. Copy of satisfactory completion report from the concerned organization should be attached with the technical bid. However the copy of such job orders should be attached with commercial bids.

(iii) The firm shall have minimum average annual turnover of Rupees 02 Crore in the last 02 financial years. Copies of audited balance sheet and profit and loss account for the last 02 financial years 2016-17 and 2017-18 should be attached with the technical bid. The statement should be duly certified by the practitioner CA firm.

(iv) There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency) /blacklisted by any Govt. Organisation or by any other reputed department. The firm shall provide undertaking to this effect.

(v) The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.

(aa) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership.

(ab) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;

(ac) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

(vi) The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.

(vii) Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card No. under the Income Tax Act of such understanding.

(viii) Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.

(ix) Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, idle man or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If the name of the apartment subsequently finds to the contrary, the Department reserves the right to declare the bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

(x) Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

(xi) The firm should have valid PAN Card in its name or in the name of the proprietor, in case of a proprietary firm. A copy of PAN Card along with copy of last ITR filed should be attached.

(xii) The firm should have valid Service Tax Registration. Copies of registration certificate(s) should be attached.

4. (a) **Two-Bid System** – The quotation must be submitted by the bidder under two bid system i.e. **Technical-Bid** and **Commercial Bid** to be submitted in separate sealed covers as per the formats at **Appendix- 'A'** and **Appendix- 'B'** respectively. The documents mentioned in para 3 above should be enclosed with the Technical-Bid. Bidders are also required to furnish clause by clause compliance of eligibility criteria / tendered parameters bringing out clearly the deviations from the eligibility criteria / tendered parameters, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid –Parameter / Eligibility Criteria of RFP /TE Documents submitted by bidder - whether Yes / No in response Compliance to RFP/TE parameters / eligibility criteria In case of non compliance, Deviation from RFP/TE to be specified unambiguous terms.

(b) **Scope of Rate Contract**. The proposed Rate Contract will be an agreement between the purchaser and lowest bidder(s) (supplier) to supply the **02 supervisor and 50 unarmed Security Guards as per Security Regulation Act 2005 for 01 year as per latest wage rates of Skilled and Highskilled labour respectively promulgated by central labour depart, Govt of India i**ncluded in this tender at specified prices, terms & conditions during the period of the contract. RC will be in the nature of a standing offer and neither any quantity nor any anticipated drawls are guaranteed. As the RC is a standing offer, either party (seller / buyer) can revoke it at any time after giving a reasonable notice (at least 60 days in advance) and opportunity. However, once a supply order is placed on the supplier for supply of a definite quantity in terms of the rate contract during the validity period of the rate contract that supply order becomes a valid and binding contract and the supplier will be bound to supply the ordered quantity.

5. **Delivery Period** – The successful bidder / contractor will require to sign an agreement with the Buyer within 30 days from the date of written intimation to this effect. Supply order / Job order will be issued against the contract agreement for **02 supervisor and 50 unarmed Security Guards** on as required basis. Please note that Contract can be cancelled unilaterally by the Buyer in case contracted items are not received within the contracted delivery period.

6. **Consignee details**: The Commanding Officer, Indian Coast Guard Station Delhi, National Stadium Complex, New Delhi – 110001.

Part III – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

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

2. **Effective Date of the Contract**: Normally the contract shall come into effect on the date of signatures of both the parties on the contract except when some other effective date is mutually agreed to and specifically indicated / provided in the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration**: All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

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

5. **Agents / Agency Commission** : The Seller confirms and declares to the Buyer that the Seller is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, and commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

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

8. **Liquidated Damages**: In the event of the Contractor failure to submit the bonds, guarantees and Documents, supply the stores / goods and conduct trails, 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 contractor as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed / undelivered stores / services mentioned above for every week of delay or part of week, subject to the maximum value of the Liquidated Damages being not hither than 10% of the value of delayed stores.

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 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 services is delayed due to causes of Force Majeure by more than (**03** months) provided Force Majeure clause is included in contract.
(d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
(e) As per decision of the Arbitration Tribunal.

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

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

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

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

14 **Taxes and Duties**

(a) 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.

(b) On the Bids quoting service tax, the rate and the nature of Tax applicable at the time of supply should be shown separately. Taxes will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to service tax and the same is payable as per the terms of the contract.

(c) 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 entertained after the opening of tenders.

(d) 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.

(e) If a Bidder is exempted from payment of any duty/tax up to any value of supplies from them, he should clearly state that no such duty/tax will be charged by 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 liveable 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.

(f) Any change in any duty/tax upward/downward as a result of any statutory variation in exercise 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 Seller.

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**: The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the **estimated annual contract value** within 30 days of signing of this contract. Performance Bank Guarantee will be valid up to 60 days beyond the date of warranty/completion of contract period. 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. **Repeat Order Clause** - NA

4. **Tolerance clause** – Blank

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

(a) Payment will be made on post monthly basis after successful execution of supply/job orders issued against the RC during this period.

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

(c) Payment of Bills. Monthly bills for bonafide use of Security personnel to be submitted by the contractor latest by the 3rd day of the subsequent month to security Section, along with the requisition issued. Payment will be made through **Office of CDA (Navy/CG), Block V (Porta Cabin) RK Puram**, **New Delhi - 110022** subject to timely submission of bills by the contractor

6 **Payment terms for foreign sellers**: **NA**

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

8. **Paying Authority**:

(a). **Office of CDA (Navy/CG), Block V (Porta Cabin) RK Puram**, **New Delhi – 110022.** The payment of bills will be made on submission of the following documents, whichever applicable, by the Seller to the Paying Authority along with the bill:

(i) Ink-signed copy of contingent bill / Seller’s bill.
(ii) Ink-signed copy of Commercial invoice / Seller’s bill.
(iii) Copy of 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.

(xv) Photocopy of PBG.

9. **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:--

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

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the contract – "We certify that there has been no reduction in price of the services of description identical to the stores / services supplied to the Government under the contract herein and such services have not been offered/sold by me/us to any person/organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be up to 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:-

10. **Force Majeure Clause**: **NA**

11. **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, 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.

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 the conservancy staff deployed by him. No adherence to the Minimum Wages Act, 1948 will result in cancellation of the contract, forfeiting of EMD/PBG and appropriate administrative action. The contractor would be required to ensure payment to the manpower to be deployed by him for execution of the proposed security services to the Coast Guard assets at Sector - 23, 24, 52 & 62 NOIDA contract as per the **existing minimum wages promulgated by the central Labour Department, for the skilled & high skilled security guards.**

13. **EPF, ESI, EDLI.** The amount of EPF, ESI, and EDLI shall be quoted strictly as per prescribed Govt. rates. 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.

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

15. 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 Labour (Regulation and Abolition) Central Rules, 1971.

16. The Contractor shall fix the wage period not exceeding one month to make payment to the labourers employed by him and shall ensure payment before expiry of the 7th day after the last of the wage period.

17. The Commanding Officer, ICGS Delhi will nominate an authorized representative who will be present at the place and time of the disbursement of the wages and the Contractor shall ensure the disbursement of the wages in the presence of the authorized representative. The place and time of disbursement shall invariably be in the work premises and during the working hours of the office and the same shall be intimated by the Contractor in advance. The bill for security services should be furnished alongwith the copy of wage roll countersigned by the Commanding Officer, ICGS Delhi

18. It shall be the responsibility of the Contractor to issue employment card to each labour as per the prescribed format and to maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation and Abolition) Act.

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

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

21. **Police Verification.** At all times, the contractor will be responsible to ensure that the supervisor and security guards engaged by him are security cleared by Police Station of worker's residential area. Police verification is to be submitted at least 10 days prior to commencement of the contract. The contractor will also ensure that no person employed by him for the services has been/ is involved in any activity against the interest of state.

22. The Contractor shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. The Commanding Officer **ICGS (Delhi)** shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of the contractor's employees performing duties under this contract.

23. 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(Delhi)** shall not be a party to any dispute arising out of such deployment by the contractor.

24. The manpower deployed by the contractor under this contract shall be the employee of the contractor and in no circumstance shall ever have any claim of employment with the Commanding Officer **ICGS (Delhi).**

25. **Uniform.** The security staff deployed by the Contractor shall be in distinct/neat uniform including shirt/trouser alongwith cap and pair of canvass shoes for men, with logo of the firm embossed. Samples of the **uniform** are to be approved by the Contract Operating Authority at least 10 days prior to commencement of the contract. In order to maintain neat and clean uniforms at all times at least two set of uniforms to be issued to employees per annum.

26. **Responsibility of payment of wages.** The contractor shall make payment to the contract labour employed on monthly basis under the contract in the presence of the Commanding Officer, ICGS Delhi or an officer nominated by him in the premises of the Commanding Officer, ICGS Delhi on or before the 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 within the period or makes short payment, Indian Coast Guard reserves the right to make payments to the contract labour by deducting from any amount payable to the contractor under any contract or as debt payable by the contractor.

27. **Registers and other Records to be maintained.** The registers and records that will be maintained by Contractor are as follows-:

(a) Register for the persons employed / deployed. The detail in the register will be signed /authenticated daily by a person deputed by the Commanding Officer, ICGS Delhi.

(b) Service Certificate is to be issued to every security guards on termination of employment for any reason.

(c) Form or Register of Wages cum Muster Roll. The same will be countersigned by the Commanding Officer, ICGS Delhi**)** or an officer appointed by him on the day the wages is paid in the presence of the representative of the Principal Employer.

(d) Wage Slip, which will be issued to each worker on the day the wages is paid in the presence of the representative of the Principal Employer.

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

(a)	First Complaint	-	Written warning.
(b)	Second & Third complaint	-	Written Warning/Show cause notice.
(c)	Fourth & Fifth Complaint	-	Deduction of ¼ 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.

29. **Duties and Responsibility of Security Staff.**

(a) The Supervisor will be overall responsible for the security arrangement for the Coast Guard assets at Sectors- 23, 24, 52 & 62 NOIDA. 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 Security Officer, ICGS Delhi on daily basis on the timing promulgated.

(b) Security Guards will be responsible for security arrangement for the Coast Guard assets where they have been deployed.

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

(d) No outsider or unauthorised personnel or material is allowed to enter in the Coast Guard premises without proper Gate Pass issued by the Authorized Officer of the Sector.

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

(f) The Security personnel employed should have police verification prior to their appointment to Coast Guard assets.

(g) Deployment of Security Guards will be as per the instructions of the authorities of the Security Officer, ICGS (D) and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.

(h) Security personnel deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced.

(j) The Security Guard will also take round of all the important and sensitive points of the premises as specified by the Security Officer, ICGS (D).

(k) Security personnel shall also carry out door keeping duties.

(l) The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the Sectors.

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

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

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

(q) The Security Guards should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.

(r) In emergent situations, security staff deployed shall also participate as per their role defined in the disaster plan, if any, of the Department. Guards/Supervisors should be sensitized for their role in such situations.

(s) The Security Guards are required to display mature behaviour, especially towards female staff and female visitors.

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

(u) Any other provisions as advised by the Security Officer, ICGS Delhi may be incorporated in the agreement. The same shall also be binding on the contractor.

(v) Set of 50 unarmed Security Guards will be positioned in different pockets where the Coast Guard assets are located i.e. at Sector–23, NOIDA (09 Guards), Sector– 24, NOIDA (13 Guards), Sector–52, NOIDA (09 Guards), Sector-62 (19 Guards) and two Supervisor will be available at CGOM reception and Sector 62 for supervision of all the security guards.

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

31. **Penalty**. The contractor will be penalised on following occasions:-

(a) Security Guard not reporting for duty. Double the amount of pay for absent day will be penalised from the contractor.

(b) Any theft occurred due to negligence of Security Guards. Contractor will be penalised for theft amount and has to pay the amount within 48 hrs of incident.

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-'B'** 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 'C'** 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:

(i) 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. The quoted rates, once accepted, shall remain valid till completion of Rate Contract.

(d) 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 Technical Evaluation 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 'C'**.

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.

(f) 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.

Appendix – "A"

(Name of the Department)

TENDER FORM FOR PROVIDING SECURITY SERVICES

TECHNICAL BID
CHECK OF LIST FOR PROVIDING SECURITY ARANGEMENT
TO COAST GUARD ASSETS AT SECTOR – 23, 24, 52 & 62 NOIDA

SL	Tender No.: **113/ICGS(D)/Security**	Tender 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.	Validity of offer for three months	Yes / No
5	Copy of license issued under PSARA 2005.	Yes / No
6.	Copy of PAN card attached	Yes / No
7.	Copy of service tax registration attached	Yes / No
8.	Proof of PF registration attached	Yes / No
9.	Proof of ESI registration	Yes / No
10.	EMD submitted for Rs. 04 lakhs 50 Thousand in a separate envelop	Yes / No
11	Whether the provision of minimum wage act has been complied in full	Yes / No
12	The mark obtained as per Appendix 'C' is not less than 25	Yes / No
13	All employee are provided with up to date uniform	Yes / No
14	Sample of uniform attached	Yes / No
NOTE: Bidder is requested to fill in the details, tick ( ) the relevant option. enclose this check of list in technical bid		

This is to certify that I/we before signing this tender have read and fully understood

All the terms and conditions contained herein and undertake myself/ourselves abide by them.

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

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

Owner reserves the right to verify any / all documents at any time during pre-award and post-award period, which bidder will have to produce within specified time failing which or in case of providing incorrect information, the owner reserved the right to take suitable action under the provisions of the tender / contract.

Appendix – "B"

PER HEAD RATES OF
SINGLE SUPERVISOR / SECURITY GUARD FOR ONE MONTH

Sl.	**Designation**	**Security Guard (Without Arms) (watch & Ward) Amount in Rs.**	**Security Supervisor (Without Arms) Amount in Rs.**
		(A)	**(B)**
01.	Basic wage		
02.	ESI 4.75 % (As per PSARA 2005)		
03.	EPF + EDLI + Adm Charges 13.15% (As per PSARA 2005)		
04.	Uniform outfit allowance and washing allowance		
05	Bonus,		
06.	**Sub Total (01+02+03+04+5)**		
07	Relieving Charges (Additional number of ESM to be employed as leave relief)		
08.	**Total (06+07)**		
09.	Service Charges (Security Agency)		
10.	**Total cost per head (08+09)**		
11.	Service tax as notified from time to time on total (**on SL 10**)		
12.	Per head cost per month for 01 unarmed Security Guard **(10+11)**		
13.	For 01 Month (35 un-armed Security Guards and 01 supervisor)		
14.	Final total for 12 Month (35 un-armed Security Guards and one supervisor)		
15.	**Grand Total (14A+14B)**		

Final Amount in words (₹)……………………..…………………………………………………

…………………………………………………..…………………………………………………

Note:- (a) Basic wage will be latest minimum wage promulgated by **central labour department**.

(b) All allowances should be included in the final total.

(c) The final amount quoted will be for 02 supervisor and 50 unarmed security guards for twelve month period.

(d) Break up for rates should be as per the above format. Any bid without breakup is bound to be rejected.

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

Appendix – "C"

EVALUATION CRITERIA (MAX . 50 MARKS)

1. Manpower on roll (EPF Challan of Jan 15 or later 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 (2013-2014) (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
(b)	Owned by retired Para Military Personnel	-	7.5 Points
(c)	Owned by retired personnel of Army, Navy, Airforce 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