Tele : 02794-221600

Reply should be addressed to the Commanding Officer

भारतीय तटरक्षक अवस्थान पीपावाव
Indian Coast Guard Station Pipavav
पोस्ट बॉक्स न.41 , हींद्रोणा चौक
Post Box No. 41, Hindorna Chowk
राजुला – 365 560
Rajula – 365 560

EXO/764/PS/32/17-18

20 Aug 18

M/s____________________

____

____

REQUEST FOR PROPOSAL
OUTSOURCING OF PRIVATE SECURITY SERVICES FOR THE PERIOD OF ONE YEAR: ICGS PIPAVAV

1. Bids to be submitted in sealed cover for services described in this RFP. Please super scribe the above mentioned title, RFP number and date of opening of the bids on the sealed cover to avoid the bid being declared invalid. The quotations in sealed covers should be superscribed **"QUOTATION FOR ICGS PPV/RFP/PS/11/18-19 dated 20 Aug 2018.**

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 Pipavav Post Box No. 41 Hindrona Chowk, Rajula Amreli Distt – 365560
(b) Postal address for sending the Bids	:	The Commanding Officer ICGS Pipavav Post Box No. 41 Hindrona Chowk, Rajula Amreli Distt – 365560
(c) Name/designation of the contact personnel	:	Dy Comdt Robert Nelson Logistics Officer
(d) Telephone numbers of the contact personnel	:	02794 – 221604
(e) Fax number	:	02794 – 221600

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 buyer and the Bidders.

(d) Part IV – Special conditions of RFP, obligatory to both 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.

Thanking you,

Yours faithfully,

(Robert Nelson)
Deputy Commandant
Logisitcs Officer
for Commandinig Officer

PART I – GENERAL INFORMATION

1. **Last date time for depositing the Bids:** The sealed bids should be deposited/reach by **1530 hrs** on **10 Sep 2018** The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids:**Sealed Bids should be either dropped in the tender box marked as **TENDER BOX AT ICGS PIPAVAV** 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 Bids**: Technical bids will be opened at **1430 hrs** on **11 Sep 2018** (if due to any exigency, the due date for opening of bids is declared a closed holidays, the Bids will be opened on next working day at the same time or on any other day/time , as intimated by the Buyer)

4. **Location of the Tender Box:** Tender Box is positioned at ICGS Pipavav Guard Room. Bids to be dropped in tender Box marked "**TENDER BOX AT ICGS PIPAVAV** ".

5. **Place of opening Tender** Bids will be opened at ICGS, Pipavav. The bidders may depute their representative, duly authorized in writing, to attend the opening of Bids on the due date and time. Rate and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representative of all Bidders. This event will not be postponed due to non-presence of your representative.

6. **Two- Bid System (Technical & Commercial).** As decided by tender Opening Committee after opening of technical bid. Date and time for same will be intimated to traders. Commercial bids of only those firms will be opened whose Technical bids are found competent/suitable after Technical evaluation is done by the buyer. The following details and documents are to be submitted for technical bid and a compliance statement submitted in accordance with **Appendix-A of RFP**.

(If due to any reason, the due date is declared as a holiday, the bids will be opened on the next working day at the same time or on any other day/time as intimated by this station)

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

8. **Clarifications regarding contents of the RFP:** A prospective bidder who requires clarifications regarding contents of the bidding documents shall notify to the buyer in writing about the clarification sought not later than the 14 days from the date of opening the bid. Copies of the query and clarification by the purchaser will be sent to all the prospective bidders who have received the bidding documents.

9. **Modifications and withdrawal of Bids**: The bidder may modify or withdraw his bid after submission provided written notice of modification/withdrawal is received by the buyer prior to 1730 hrs on 20 Aug 2018.

10. **Clarification regarding contents of the Bid**: During the evaluation and comparison of bids, the buyer may, at its descretion, ask the bidder for clarification on his bid, the request for clarification will be given in writing and no change in the prices or substance will be sought. 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 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 the intimation to this effect reaches before the due date and the 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 security is normally to remain valid till 180 days, i.e. 06 months from the submission of the bids.

14. **Earnest Money Deposit:** Bidders are required to submit Earnest money Deposit (EMD) for an amount of **Rs. 65,000.00 (Rupees Sixty Five Thousand only)** along with the bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt , Bankers Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in Mod website and can be proved 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 30th day after the award of the contract. The bid security of the successful bidders would be returned without any interest whatsoever, after the receipt of Performance security from them as called for in the contract. EMD is not required to be submitted by those bidders who are registered with the central purchase Organization (e.g. DGS&D), National small Industries Corporation (NSIC) or any Department of Mod or Mod itself. The EMD will be forfeited if the bidder withdraws or amend, impairs or derogates from the tender in any respect within the validity period of their tender.

PART-II- ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of requirements**: The Agency has to provide security service at ICGS Pipavav and has to provide 01 Supervisor & 09 Unarmed Security Guard, so as to meet the required services. The details of employees are as below:

Sl.	Category	Total
(a)	Supervisor	01
(b)	Unarmed Guard	09
	Total -	**10**

2. **Wage Structure:** The Central Government Wage Structure shall be followed as amended time to time.

3. **Technical Details:** The contractor has to employ the persons as detailed above with following Terms and Conditions.

(i). This Agreement pertains to the provision of Security for the ICGS Pipavav (herein after referred as First Party)

(ii). The security agency will employ one supervisor daily and 03 guards in morning shift, 2nd Shift and 3rd shift without break, all 365 days of the year including Gazetted Holidays, No worker/supervisor shall be less than 19 years of age. They should also be medically fit, well built and having an adequate expertise/training for security duties and maximum should be ex-serviceman, retired Police/Paramilitary personnel.

(iii). The Security Agency shall ensure security of all moveable and immovable property at the Coast Guard Premises. The Property also includes building, vehicles, equipment and machinery, electronic and water fitments, firefighting equipments and fencing, within compound around the area and other structure, trees and shrubs. The security agency shall also prevent encroachment of Govt land. Losses incurred by the department and land due to lapse on the part of security agency will be borne by the security agency. In case of any dispute in this regard i.e. Whether any loss incurred by the department is due to the lapse of security agency or not, the decision of the Commanding Officer ICGS Pipavav shall be final, conclusive and binding on the parties.

(iv). The security agency shall stand guarantee against theft and pilferage at the sites covered under this agreement. It shall also provide assistance to the department in all matters concerning security and liaison with police and civil administration in case of theft, fire, pilferage etc, in the Coast Guard Premises.

(v). The security agency will ensure that the personnel employed for the security duties in Coast Guard Premises are only of Indian National and selected after due verification of antecedents required from the police authorities of the concerned locality. These personnel including supervisors will be treated as security agencies for all purposes and the Commanding Officer ICGS, Pipavav shall have no liability whatsoever in this regard.

(vi). The Security agency's personnel including supervisor shall be provided with uniforms by the security agency. Identity cards for these personnel will be issued by the security agency. These identity cards shall be surrendered when they are no longer required or upon completion of the period of agreement, whichever is earlier.

(vii). No sentry shall leave place of duty unless relived by another sentry.

(viii). The Security agency amongst other requirements shall ensure the following:-

(a) No Stores are allowed to be taken in/ out without paper pass/authority and documentation from the Commanding Officer, ICGS Pipavav.

(b) Intimation is to be made immediately of any trespassing, loss, theft, fire or any abnormal incidents to the Commanding Officer, ICGS Pipavav.

(c) To carry out all instructions given by the Commanding Officer ICGS Pipavav.

(d) To switch on/ off security lights and to report any defects therein.

(e) To check the identity of guest/ visitors desirous to visit offices/ staff.

(f) That no security guard consumes liquor or is in intoxicated condition whilst on duty and they will have no access to the Admin Building/ MT shed/ NC^3I. They will have no facility/ amenities that are extended to Coast Guard personnel.

(g) That all the security personnel including supervisors are well equipped with torches with cells, battons, whistles etc. while on duty. Adequate number of torches, battons, whistles water bottles etc. for this purpose is to be provided by the security agency.

(h) Security Supervisor is to ensure that guests/visitors are permitted through main gate only when authorized. Any unauthorized persons apprehended are to be escorted to the police station. Maintain registers for vehicles and visitors.

(j) Supervisor and security personnel shall be literate, well conversant with Hindi/English and local language/dialect and also with security duties. Carry out duty of escort for visitors as and when required.

(k) Supervisor should be available at the ICGS Pipavav main gate during working hours of this headquarters with one hour break at lunch time. During this shift he is to regulate and maintain the movements of personnel/material and vehicles and take rounds to check the other sentry posts.

(l) Frequent changes/transfer of security personnel should be avoided and if need arises it should be done in consultation with the Commanding Officer, ICGS Pipavav.

(m) All the important happenings/events connected with security should be immediately reported to the Commanding Officer, ICGS Pipavav.

(ix). The security agency will not allow or permit their employees to participate in any trade union activities or agitation in the premises of ICGS Pipavav.

(x). The security agency shall attend to all complaints/instructions given by the Commanding Officer, ICGS, Pipavav or his authorized representative and comply with them as early as possible to the satisfaction of the Commanding Officer, ICGS Pipavav.

(xi). All personnel including supervisors and their bag and baggage, connected with the security arrangement, shall be liable for physical check both at the time of entry and exit by the Coast Guard Police/ the Commanding Officer, ICGS Pipavav or any other personal nominated by him.

(xii). Any theft or damages cause by the security agency personnel shall be borne by the security agency and the matter be investigated.

(xiii). The Commanding Officer, ICGS Pipavav will not be responsible for any injury or loss of life of the security agency's personnel that may take place while on duty. Any compensation expenditure towards treatment for such injury or loss of life shall be sole responsibility of the security agency.

(xiv). Security agency will take responsibility to change the security personnel on demand by the Commanding Officer, ICGS Pipavav within 24 hours, if the allotted personnel detailed for security duties commits acts like:

(a) Sleeping while on duty
(b) Negligent performance of duty
(c) Disobedience
(d) Dishonesty
(e) Indulging in illegal activities, which may jeopardize the interests and the security of Indian Coast Guard.

(xv). Security agency will also undertake to change the guards periodically to prevent them becoming familiar with the people living/working at the site under reference.

(xvi). The security personnel employed under this agreement shall be suitably trained by the security agency and duties concerning the security, fire fighting, first aid etc. the personnel shall be respectful and shall possess the required fact and patience in performance of their duties and shall discharge their duties in the most befitting manner, keeping honor and dignity of the Indian Coast Guard officers, enrolled personnel, civilians and their families as high as possible.

(xvii). The security personnel to be employed in this agreement shall be only male. The copy of discharge certificate of each person shall be deposited with Commanding Officer, ICGS Pipavav.

(xviii). The representative officers/supervisors from security agency shall carry out surprise checks at the site during the day and night in order to check the performance of the security personnel. The reports shall be rendered to the Commanding Officer, ICGS Pipavav once every fortnight.

(xix). The security agency shall maintain attendance register, which shall be checked and counter signed daily by the Commanding Officer, ICGS Pipavav or any person deputed by him on his behalf.

(xx). Necessary furniture lights, Stationery and writing material etc. required for the working will have to be provided by the ICGS Pipavav. However, torches with cell, batons and any other required items for security purpose will be provided by the security agency.

(xxi). The second party will submit the bills on monthly basis to the first party by the 1st week of each month and after verification of the bill, the first party will make arrangements for payment through **(Defence Cheque/e-payment)** through ***Principal Controller of Defence Accounts (Navy), Mumbai*** within 01 month from date of submission of bills to this office.

(xxii). Security agency shall pay the wages to the security personnel including supervisors employed by them under the rates of this agreement.

(xxiii). All the personnel of the security agency, by virtue of this agreement shall maintain absolute secrecy with regard to all matters concerning security of the Indian Coast Guard premises.

(xxiv). **This agreement is valid for the period of one year w.e.f the date of signing of contract.** The agreement can be **terminated** by a **30 days notice from either of the parties.**

(xxv). No claim of any sort from security agency personnel and supervisor will be entertained by the Commanding Officer, ICGS Pipavav under this agreement.

(xxvi). **RECOVERY FROM SECURITY AGENCY.** Whenever any claim(s) for payment of sum money arises out of or under this agreement against the security agency, the security agency shall on demand make the payment of the same or agree for effecting adjustment from any amounts due to the said agency by the government. If however, the security agency refuses amount dues to the agency, the government shall be entitled to withhold any amount not exceeding the amount of claim(s) from any sum due to which at any time thereafter may become due to the security agency from the government.

(xxvii). Any dispute arising out of this agreement shall be subject to jurisdiction of court in Amreli only.

4. **Two Bid System**:- In respect of Two Bid system, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the compliance statement in the following format along with Technical Bid-

Para of RFP specifications item-wise	Specification of item offered	Compliance To RFP Specification-Whether Yes/ No	In case of non-compliance, deviation RFP to be specified in unambiguous terms

5. **Delivery period**: The contract shall remain valid for a period of one year from the date of signing of the agreement. The contract can be extended for another two years under the mutual consent of both the parties.

6. **Consignee details**: The Commanding Officer
ICGS Pipavav
Post Box No. 41
Hindorna Chowk
Rajula- 365560

PART-III- STANDARD CONDITION OF RFP

The bidders is required to give confirmation of their acceptance of the standard conditions of the request of proposal mentioned below which is automatically considered as part of contract concluded with the successful bidder (i.e.. contractor 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 Agreement shall be considered and made in accordance with the laws of the Republic of India. The Agreement shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Agreement**: The Agreement shall come into effect on the date of its acknowledgment by the Contractor (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 Agreement.

3. **Arbitration**: All disputes or differences arising out of or in connection with the Agreement shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Agreement 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 (for indigenous trade) / DPM-8 (for foreign supplies) / DPM-9 (available in MoD website).

4. **Penalty for use of Undue influence**: The Contractor 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 Agreements or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Agreement or any other Agreement with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Agreement or any other Agreement with the Government of India. Any breach of the aforesaid undertaking by the Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offers by the Contractor 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 Agreement and all or any other Agreements with the Contractor and recover from the Contractor 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 Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Contractor 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 Agreement, shall render the Contractor to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the Agreement, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. Agents / Agency Commission: The contractor confirms and declares to the customer that the Contractor is the original provider of the services referred to in this Agreement 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 Agreement to the Contractor; 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 Contractor 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 Contractor 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 Agreement, the Contractor will be liable to refund that amount to the Buyer. The Contractor will also be debarred from entering into any agreement with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Agreement either wholly or in part, without any entitlement or compensation to the Contractor who shall in such an event be liable to refund all payments made by the Buyer in terms of the Agreement 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 Agreements 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 Contractor 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 Contractor, 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/ Contractor, 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 trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the 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 a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

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

(a) The services provided by the contractor are found below the acceptable standard amplified in the SOR of this RFP for causes not attributable to force majeure.

(b) The contracting firm is declared bankrupt or becomes insolvent.

(c) The undertaking of the tasks is delayed by more than 01 week due to causes of Force Majeure provided the same is a clause in contract.

(d) The customer has noticed that the bidder 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 Contractor 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**: **Blank**

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

14 **Taxes and Duties**

(a) **In respect of Foreign Bidders:** No Foreign Bidders are allowed to participate.

(b) **In respect of Indigenous bidders**:

(i) Any change in any duty/tax upward/downward as a result of any statutory variation in duty/tax 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 Contractor. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Contractor.

PART IV – SPECIAL CONDITIONS OF CONTRACT

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 (ie Contractor in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder

1. **Performance Guarantee:**

    (a). In case of Indigenous Contractor 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 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. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

    (b). Foreign cases – Blank

2. **Option Clause – Blank**

3. **Repeat Order Clause – Blank**

4. **Tolerance clause – Blank**

5. **Payment terms for Indigenous Contractors – Payment on monthly basis on submission of bill by the firms.**

6. **Payment terms for Foreign Contractors – Blank**

7. **Advance Payments:** No advance payments will be made.

8. **Paying Authority**:

    (a). Indigenous Contractors – (Name and address, contact details). The payment of bills will be made on submission of the following documents by the Contractor to the Paying Authority along with the bill:-

    (i). Ink-signed copy of contingent bill / Contractor's bill.
    (ii). Ink-signed copy of Commercial invoice / Contractor's bill.
    (iii). Copy of Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers and Sanction Note.
    (iv). Ink Signed Copy of the Attendence Sheet.

(v). Ink Signed Copy of the Work Completion Certificate.
(vi). Claim for statutory and other levies to be supported with requisite documents / proof of payment of relevant taxes.
(vii). Copy of the Performance Bank guarantee / Indemnity bond where applicable.
(viii). DP extension letter with 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.
(ix). 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).

(Note – From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

(b). <u>Foreign Contractors</u> – Blank

9. <u>Fall clause</u> – The following fall clause will form part of the contract placed on successful Bidder -

(a) The price charged for the stores supplied under the contract by the Contractor shall in no event exceed the lowest prices at which the Contractor sells the stores or offer to sell stores of identical description to any persons/Organisation 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 supply Orders 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 stores to any person/organisation including the Buyer 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 shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to

(i) Exports by the Contractor.
(ii) Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
(iii) Sale of goods such as drugs which have expiry dates.
(iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate 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 Contractor shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract –

"We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation 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 Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below - ....".

10. Exchange Rate Variation Clause – Blank

11. Risk & Expense clause – Will be exercised if the contractor fails to meet the demand placed on him or fails to maintain reserve man power or causes any other inconvenience. Local arrangement at his risk and expenses will be resorted to. The contractor will be charged and has to bear the difference of cost involved

12. 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 thepresent 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 10 (Ten) days from the moment of their beginning.

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

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

13. Buy-Back offer – Blank

14. Specification – Blank

15. OEM Certificate – Blank

16. Export License – Blank

17. Earliest Acceptable Year of Manufacture – Blank

18. Buyer Furnished Equipment – Blank

19. Transportation – The following Transportation clause will form part of the contract placed on successful Bidder –

(a). CIF/CIP – Blank
(b). FOB/FAS – Blank OR
(c). FCA – Blank

20. Air lift – Blank

21. Packing and Marking – Blank

22. Quality – Blank

23. Quality Assurance: Blank

24. Inspection Authority: The Inspection will be carried out by the Consignee. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.

25. Pre-Dispatch Inspection – Blank

26. Joint Receipt Inspection – Blank

27. Franking clause – The following Franking clause will form part of the contract placed on successful Bidder –

(a) **Franking Clause in the case of Acceptance of Goods** "The fact that the goods/service have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract".

(b) **Franking Clause in the case of Rejection of Goods** "The fact that the goods/service have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract."

28. Claims: The following Claims clause will form part of the contract placed on successful Bidder –

(a). The claims may be presented either:

(i) For not providing sufficient number of guards as mentioned in the contract.

(ii) On quality of the guards, where quality does not correspond to the quality mentioned in the contract.

(b). The description and quantity of the stores are to be furnished to the Contractor along with concrete reasons for making the claims. Copies of all the justifying documents 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.

29. Warranty- Blank

(i) to **(iv) – Blank OR (b). Blank**

30. Product Support – Blank

31. Annual Maintenance Contract (AMC) Clause – Blank

32. Engineering Support Package (ESP) clause – Blank

33. Price Variation (PV) Clause **–Ministry of Labour & Employment declares the Labour Rate every Six months and accordingly the above rate is liable to be changed. The current rate as promulgated by the Ministry of Labour & Employment from 01 Apr 2018. Next change is due w.e.f 01 Oct 2018. The service tax is at the rate of 18% which may be changed by the Government, the applicable service tax or other taxes shall be levied accordingly subject to post implementation of GST.**

PART V – TECHNICAL BID EVALUATION CRITERIA & PRICE BID ISSUES

1. The Tender is of two bid system and should be submitted in One Envelope containing two envelopes containing **envelope 'A'-Technical Bid** and **Envelope 'B'-Commercial Bid.** All the envelopes should be superscibed with RFP Number and **REQUEST FOR OUTSOURCING SECURITY SERVICES FOR CG ASSETS AT PIPAVAV. Envelope 'A' should contain EMD.**

2. Only Technical bid shall be opened first and commercial bid of only those bidders shall be opened who fulfill all the criteria. The evaluation of Technical Bid shall be at the discretion of the screening committee and no arguments from any of the bidder shall be accepted. The companies not fulfilling any one of the criteria shall be outrightly rejected without assigning any reasons what so ever.

3. Technical Evaluation Criteria - The broad guidelines for evaluation of Bids will be as follows:

(a) The company should have following licences/registration with the relevant authorities:

(i) Private Security Act licence especially for the area of Pipavav.
(ii) PAN Card.
(iii) EPF Registration Number.
(iv) ESIC Registration Number.
(v) Goods & Service Tax registration Number.

(b) The current/serving Proprietor/Director of the Company should have done the "Industrial Security, Safety and Fire Protection Management Course" through the Training Institute recognized by MoD.

(c) The company should have complied with the act or rules & regulations governed by Government of India & if relevant Government of Gujarat regarding Contract Labour Regulations Act, 1970, The Factories Act 1948, The payment of Wages Act 1936, The Minimum Wages Act, The ESIC Act 1948, The Payment of Bonus Act, 1965, The Payment of Gratuity Act, 1973 and EPF and Miscellaneous Porvisions Act, 1952 and all other applicable law. Any case with any of the above agencies shall render the company unqualified to fill the tender. The company shall have to furnish the affidavit stating clearly that no cases are pending with any of the above agencies and if the case come to light after the agency has been awarded the contract the same shall be cancelled at the discretion of the buyer. If the company has been rendered unqualified by any Government or Private agencies due to reason of fraud or fraudulent practices shall not be considered for qualification.

(d) The company should not be black listed by any firm or agency.

(e) The company should be willing to open an office in Gujarat.

(f) The company should have or should have completed minimum three contracts of Twenty Five guards each of any Government Organisation or any Government PSUs with in last three years. Contracts with private companies is not acceptable. Work order, Satisfactory Completion and the latest TDS certificate is to be attached.

(g) The company should have minimum 25 guards on their payroll. The latest EPF deposition slip, Work order & TDS Certificate should be attached.

(g) Other than above any relevant documents made mandatory by the Gujarat or Central Labor Board or requirement asked vide Private Security Agency Act & Regulation, 2005 which though may not be mentioned herein and if mandatory shall have to attached or may be demanded later and companies not able to submit the same shall be rejected.

(h) The companies not fulfilling any of the above criteria will not be considered.

4. <u>Commercia Bid Evaluation</u>:

(a) The Bidder shall have to bid as per the Commercial Bid format only. The payment to the company would be as per the relevant Central Wage Structure.

The Bidder shall be required to quote only the Service Charge and evaluation of the bid shall be done on **L1** basis.

(b) The Service Tax shall be paid to bidder only after the deposition of the relevant challans with the paying authority. The total amount minus the service tax shall be paid initially.

(c) 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.

(d) The Lowest Acceptable Bid will be considered further for placement of contract / Agreement after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

(e) Any other criteria as applicable to suit a particular case.

2. <u>Price Bid Format</u>:

(a) The companies shall be paid Labour Charges as per the prevailing Central Wage Rate Structure. They are required to quote only the service charge based on which the **L1** contractor/service provider shall be chosen and who would be called for Price Negotiation.

(b) The Service Tax shall be paid as per the relevant laws only after the service provider/contractor have deposited the challans or proof of deposition of the service tax.

(c) The Price Bid Format is given below and Bidders are required to fill this up correctly with full details on their letter heads duly signed and stamped:

Ser No.	**Description**	**Security Guard (Unarmed)**	**Security Supervisor (Unarmed)**
1	Basic incl VDA		
2	ESI 4.75% of Basic		
3	EPF +DLE + Adm charges 13 % of Basic		
4	Uniform Outfit Allowance + Washing Allowance @ 8%		
5	Bonus 8.33% per month of 7000 or (Basic +VDA) whichever is higher		
6	Total (1+2+3+4+5)		
7	Reliving charges (Additional number of ESM to be employed as leave relief)		
8	Grand Total (6+7)		

9	Service Charges (Security Agency)		
10	Total cost per head for 8 hrs for one Day (8+9)		
11	GST @ 18%		
12	Grand Total per head including GST		
13	Grand Total for One month for 01 Supervisor & 09 Guards		
14	Grand Total for 12 month for 01 Supervisor & 09 Guards		

This service tax will be admissible at actual over and above the sanctioned amount with the production of documentary proof regarding its payment by the Agency to Government under this sanction.

(Robert Nelson)
Deputy Commandant
Logisitcs Officer
for Commandinig Officer

Appendix- A

Format for submission of technical bid

VENDOR ASSESSMENT CRITERIA
(Attested Photocopies of the supporting documents to be attached)

1. Following documents should be submitted in separate sealed envelope for qualifying Technical bid along with this format.

SL	Eligibility	Yes	No	Details
1.	Private Security Act Licence especially for the area of Pipavav valid as on date of opening of the tender.			
2.	PAN Registration Number.			
3.	EPF Registration Number.			
4.	ESIC Registration Number.			
5.	Service Tax Registration/GST Registration Number.			
6.	Copy of Labour Licence attached			
7.	The current/serving Proprietor/Director of the Company should have done the "Industrial Security, Safety and Fire Protection Management Course" through the Training Institute recognized by MoD.			
8.	Affidavit that the company is neither blacklisted nor any case is pending against any of the agencies mentioned in Para 3 of Part V Technical Evaluation Criteria of this RFP. Please do mention that the company has not been disqualified in any tender in the past by any Government of Private Companies due to the reason of fraud or fraudulent practices. Also the company should not be debarred in participating by any Government agency due to the age of director/Proprietor or due to his profession elsewhere.			
9.	The company should have an office at nearby Pipavav.			
10.	The company should have or should have completed minimum three contracts of 25 guards each of any Government Organisation or any Government PSUs. Contracts with private companies is not acceptable. Work order, Satisfactory completion and the latest TDS certificate is to be attached.			

11.	The company should have minimum 25 guards on their payroll. The latest EPF deposition slip, Work order & TDS Certificate should be attached.			
12.	Other than above any relevant documents made mandatory by the Gujarat or Central Labour Board or requirement asked vide Private Security Agency Act & Regulation, 2005 which though may not be mentioned herein and if mandatory shall have to attached or may be demanded later and companies not able to submit the same shall be rejected.			
13.	EMD Submitted			
14.	Details of similar contract carried out in last five years			
15.	The companies not fulfilling any of the above criteria will not be considered.			

2. Commercial bid of only those vendors will be opened who fulfills all the requirement/ documents as stated in Para 1 to 15 above and qualifies the technical bids.

3. Commercial bids of venders disqualified in the technical bid will be withheld.