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GOVERNMENT OF INDIA

MINISTRY OF FINANCE

DEPARTMENT OF REVENUE

NATIONAL ACADEMY OF CUSTOMS, INDIRECT TAXES AND NARCOTICS (NACIN)

1st to 3rd Floors, Plot No: 3/86-E, ATC Road, Ambattur Industrial Estate,
(Near AMBIT IT Park), CHENNAI-600058.

C.No.VI/04/01/2019

Date: 20.09.2019

**NOTICE INVITING ONLINE E-TENDER FOR PROVIDING
SECURITY SERVICES FOR NACIN, CHENNAI**

The National Academy of Customs, Indirect Taxes and Narcotics (NACIN), Plot No:3/86-E, ATC Road, Ambattur Industrial Estate, (Near AMBIT Park), Chennai-600058, invites e-tenders from reputed & authorized firms/ companies engaged in the business of providing "Security Services (without arms)" for the purpose of providing the said services on 24 x 7 basis at the above mentioned address for a period of **one year**.

The Tender document containing two parts viz., **(i) Technical Bid (Annexure - I) and (ii) Financial Bid (Annexure-II- BoQ)** together with the **Under Taking (Annexure-III) and Pre-qualification requirement and terms & conditions (Annexure IV)** and can be downloaded from the Central Public Procurement Portal (CPPP). The Service providers should have valid E.S.I., P.F. GST and other mandatory registrations / Licenses as applicable. The rates in respect of **Security Services without arms** are to be quoted on **Rupees per month basis** inclusive of Bonus, Employer's contribution towards E.S.I. & P.F. etc. for the services at the above said premises. **The quoted Rates should be exclusive of GST.**

All existing statutory regulations of both State as well as Central Government shall be adhered to, by the service provider and the wages paid to the Security personnel should strictly adhere to **the Code on Wages, 2019, Contract Labour (R & A) Act, 1970 and other statutory provisions. Increase in wages on account of increase in Dearness allowance as announced by the Government of India from time to time should be paid by the service provider and this will be compensated by the principal employer.** Any default would be viewed seriously resulting in cancellation of contract. The service provider should provide an undertaking that he has paid all the EPF & ESIC contribution/dues for his staff/employees upto the month of July, 2019.

Tender document can also be downloaded from the web sites: www.nacen.gov.in, www.centralexcisechennai.gov.in & www.cbic.gov.in or from the Govt of India, Central Public Procurement Portal (e -procurement) website. The Service provider is expected to inspect the aforesaid premises on any working day between 1100 Hours and 1700 Hours with the prior permission from the undersigned before submitting their E' tender / bid documents.

Bids submitted by Service providers who do not have an office and work force in Chennai will not be entertained. Bids submitted without visiting NACIN premises will be summarily rejected.

The e-tender documents for 'Technical Bid' in the Proforma prescribed in Annexure-I and the Tender form for the 'Financial Bid' in the Proforma prescribed in Annexure-II shall be

completed in all aspects and are to be uploaded / submitted online in the Govt. of India, Central Public Procurement Portal (e- procurement) website. The e-tender bid in Annexure I to IV should be submitted online **before 11.00 a.m. on 16.10.2019**. The Qualifying e-tender / bid documents will be opened **after 11.05 a.m on 17.10.2019**.

The tenderer shall affix their signature / office stamp on each page/Annexure of the tender document, "Pre-Qualification Requirements" and "Terms and Conditions" in token of having read and understood the same. They should thereafter upload the same along with the Technical bid and necessary documents of proof as required. Service providers who do not fulfill pre-qualification requirements will not be considered for Technical Bid evaluation.

The Financial bid should be filled in the Annexure-II BoQ format only. Financial bids of only those service providers who fulfill the "Pre-Qualification Requirements", accept the "Terms and Conditions" of the tender notice and qualify in the technical bid, will be opened. This Academy reserves the right to accept or reject any bid or all the bids at any stage without assigning any reason whatsoever.

For any further enquiries/clarifications, Shri V.P.Hari, Superintendent (Ph:9381025110) may be contacted.



(C. RAMA PRASADA REDDY)
ASSISTANT DIRECTOR

Encl: Copy of Tender Document

To

1. The Web Master, www.nacen.gov.in, www.cbic.gov.in
2. The Superintendent of Central Excise (Systems), Nungambakkam High Road, Chennai – North Commissionerate – with a request to publish in the official Website.
3. The Public Relation Officer, Chennai-North / Chennai – South / Chennai-Outer / Directorate of Systems / Custom House, Chennai to display in the Notice Board.

ANNEXURE-I

TECHNICAL BID

TENDER FORM FOR SECURITY SERVICES FOR NACIN OFFICE, CHENNAI

Sl. No.	Particulars	
1.	Name of the Service Provider	
2.	Complete Address (with PIN Code)	
3.	Telephone Numbers	
4.	Fax Numbers	
5.	e-mail ID	
6.	Status of Ownership (Prop./Partnership/ Company) Please attach proof	
7.	Name & Address of the Prop./Partners/ Directors (with Mobile Numbers)	
8.	Date of incorporation of the Firm/Company (please attach proof)	
9.	Contact Person(s) with Mobile Number	
10.	No. of years of experience in providing Security service	
11.	Name the Government Organisation / Public Sector Offices/ Large Corporate Offices, where services have been provided for three or more years.	List may be attached
12.	Details of license, if any, obtained under the Private Security Agencies (Regulation) Act, 2005 (No.29 of 2005) / Details of license, if any, obtained under the Tamilnadu Private Security Agencies Rules, 2008	
13.	Details of Registration with PF & ESI Authorities (Please attach proof)	PF: ESI:
14.	GST Registration No. (Please attach photocopy)	
15.	PAN No. of the Company (Please enclose photocopies of PAN Card and evidence for filing of IT returns for the last two Financial Years viz., 2016-17 & 2017-18)	

DECLARATION:- I/we hereby certify that the information furnished above is true and correct to the best of my / our knowledge. I/we understand that in case if any of the information/details furnished by us is found to be false & incorrect at any stage, our company will be liable for being blacklisted for future transaction with the Department.

(Signature of Authorized Signatory with date and Seal)

ANNEXURE-III

UNDERTAKING FROM THE BIDDER

- 1) We are in compliance with the provisions of Contract Labour (R & A) Act, 1970, **the Code on Wages, 2019** and the provisions EPF & ESIC Rules.
- 2) We have obtained a license from the controlling authority under (a) Section 7(5) of "The Private Security Agencies (Regulation) Act, 2005 [No.29 of 2005]" OR (b) "The Tamilnadu Private Security Agencies Rules, 2008 OR both (a) & (b).
- 3) We have been duly registered with the EPF & ESIC and we have not been in default of payment of EPF/ESI to any of our Employees upto Jul 2019.
- 4) We have not been in default of payment of salary/wages to any of our employees.

(Signature of Authorized Signatory with date)

Annexure IV

PRE - QUALIFICATION REQUIREMENTS and TERMS & CONDITIONS

PRE - QUALIFICATION REQUIREMENTS.

The bidder for the Security Services to be provided at NACIN Office at 3/86-E, ATC Road, Ambattur Industrial Estate, Chennai - 600058 shall be considered for award of contract only if the following Pre-Qualification Requirements are fulfilled by the bidder:

- i. The bidder should have minimum three years experience in providing Security Services and experience in any one of the Government organizations / Public Sector offices / Large Corporate Offices. Self-Attested Copies of Agreement / Work Order from the above mentioned clients shall be provided as documentary evidence.
- ii. The agency should have obtained a license from the controlling authority under (a) Section 7(5) of "The Private Security Agencies (Regulation) Act, 2005 [No.29 of 2005]" OR (b) "The Tamilnadu Private Security Agencies Rules, 2008 OR both (a) & (b).
- iii. The bidder should have registered with ESIC & PF Departments. Copies of the registration papers shall be provided.
- iv. The bidder should have Goods & Service tax (GST) Registration. The bidder should have office and workforce in Chennai..
- v. The bidder should have a certificate of registration with Registrar of Companies.
- vi. The bidder should be registered with Income Tax Department and should furnish proof for filing IT Returns for two consecutive financial years viz., 2016-17 & 2017-2018.
- vii. Profit & Loss Account and Balance Sheets for 2016-17 & 2017-2018 are to be furnished.

EARNEST MONEY DEPOSIT: Earnest Money Deposit of Rs.10,000/- (Rupees Ten thousand only) per application in the form of Demand Draft / Banker's Cheque of Scheduled Bank drawn in favour of the Additional Director, NACIN, Chennai, should be handed over in NACIN office. E-Tenders uploaded without Earnest Money Deposit /EMD Exemption Proof will be rejected. EMD will be forfeited in case the eligible bidder withdraws during the tender selection process. Unsuccessful bidders must collect EMD (draft) within 15 days of finalizing of tender bid. No interest will be paid on this deposit.

Conditions to be satisfied in the financial Bid:

The "Technical Bids" will be processed first. The "Financial Bids" of Bidders, who fulfill the terms and conditions specified for "Technical Bids" will alone be considered for further process. The Service provider, who has quoted the lowest amount for the Security services in the "Financial Bid" will be awarded the contract, subject to the bidder being qualified in all aspects of Pre-Qualification Requirements and Terms and Conditions.

TERMS & CONDITIONS:

The agency shall be considered for award of contract only if it agrees to abide by the following terms and conditions:

1. The service agreement will be in force for a period of **one year**.
2. Conditional tenders, late tenders, un-signed tenders, tenders incomplete or not meeting all the tender terms and conditions hereinafter specified will be rejected.
3. This Office reserves the right to accept or reject any tender in part or full, without assigning any reasons thereof. This Office reserves the right to relax any terms and conditions.
4. The agency should have a minimum experience of three years in providing round the clock security services by deployment of security personnel without arms. Copies of Agreement/Work Order from clients as documentary evidence shall be provided.
5. Performance Guarantee: The successful tenderer shall submit a **Performance Guarantee either by way of Fixed Deposit or Bank Guarantee Receipt equal to bid amount** within 15 working days from the day of obtaining the contract. It should remain **valid for a period of six months beyond the date of completion of all contractual obligations**. No interest will be paid on this deposit.
6. The security agency shall provide security guards without arms in 3 shifts with proper supervision of jobs. Security shall be provided round the clock for 365 days and each shift shall be of 8 hours duration. One Security guard shall be posted in each of the three shifts. Change of Guards on duty at NACIN without the consent of NACIN office will not be permitted.
7. At the end of the day and during holidays, all main doors to the Academy will be locked. The Security personnel should be in charge of the total security and Safety of NACIN Office and its properties.
8. The Security Agency shall ensure that the guards posted at NACIN do not work for more than one shift in a day except under extraordinary circumstances. If any shortage of guards is noticed, corresponding amount will be deducted from that month's bill.
9. The Security Agency shall provide extra person(s) if desired by this Office, during the period of this agreement at the rates already agreed in this contract.
10. The respective challans of PF, ESIC, GST, Salary Slips and other necessary documents should be submitted to NACIN, Chennai every month along with invoice generated for next month. Non-deposit of required challans will invite withholding of respective head payment and would also lead to terminating of contract.
11. The security guards shall perform their duties diligently and afford protection to the entire premises of NACIN Office, Chennai that includes the open areas & the built up areas, its movable and immovable properties, maintain entry/exit registers, watch the movements of

public/visitors and alert the concerned officer-in-charge in alarming situations, apart from attending to such other duties as may be assigned by officers concerned of NACIN Office, Chennai from time to time.

12. The guards should be skilled in handling of firefighting equipment. The guards should be able to read, write and speak in Tamil and English.

13. The security guards besides providing Security Services should be capable of controlling Traffic and monitoring Safe Parking & Trespassing.

14. The security guards shall be vigilant so that no person shall carry away any articles belonging to NACIN Office out of its premises, and in such an event, he shall immediately inform the concerned officer-in-charge and act in accordance with the instructions given by him/her from time to time. If any theft / loss / damage occur to the property of NACIN, due to the willful act or negligence of the Security Personnel so deployed, then the security service provider shall compensate the same to the full extent.

15. The Security agency will be responsible for the discipline of the Security Personnel employed by them. A senior officer of the agency should conduct surprise visits and check the Security staff in different shifts periodically, monitor their performance and report to the officer concerned on a regular basis.

16. In case the security guards provided by the agency to this Office are found to indulge in any undesirable or unfair activities in the premises of the office, the agency shall be solely responsible for all the consequences and this Office shall be at liberty to lodge complaints before appropriate authorities.

17. In case of any theft/pilferage of any property belonging to the Office of NACIN, the concerned officer-in-charge shall inform the Security Agency and register complaints with the police. It will be the responsibility of the Security Agency to pursue the matter with the police with the assistance of the concerned officers in the Department.

18. Only able-bodied, physically fit, well-trained, disciplined and honest personnel shall be appointed for duty. Persons so deployed shall not be below 21 years and not above 58 years. They shall perform their duties to the satisfaction of this office.

19. The security agency shall provide proper uniform and identity cards with required accessories such as whistle, torch lights, batons, etc to the security guards and shall ensure that their turnout is smart in all respects. Rain boots and rain coats should be provided to them during the rainy season.

20. This office reserves the right to terminate the services of the agency at any time without giving any notice whatsoever if found not to be in compliance with the contractual terms and conditions.

21. Increase in wages on account of increase in Dearness allowance as announced by the Government of India from time to time should be paid by the service provider and this will be compensated by the principal employer.

22. The deployed manpower should be paid the eligible bonus of Rs.7000/- per annum by the service provider. This bonus will be paid by the service provider every month on pro rata

basis. This bonus amount will be compensated to the service provider by the principal employer every month.

23. The employees engaged by the security agency shall be in the employment of the Security Agency only and not of NACIN office.

24. The Security Personnel deployed by the Security Service Provider shall have no right to any employment in the Department based on the service rendered or on any other basis and it is purely a contractual responsibility through the service provider.

25. The Security personnel should coordinate with this Academy staff, building manager, other offices/companies in this building and their security personnel to provide safety & Security to NACIN properties and maintain peace.

26. During provision of the above services, care should be taken by the Service Provider to ensure that there is no unnecessary damage to property belonging to NACIN, unless it is made during an effort to avert a larger disaster or if it is due to an act of nature.. In case of any such unnecessary damage, the cost of the articles/equipment damaged shall be deducted from the Service Provider's service charges.

27. Mode of payment will be monthly and the payments to the Security Service Provider will be paid through Electronic Clearing Service (ECS) only. Tax shall be deducted at source as per the Income Tax Act and the GST Act from the monthly bills.

28. The Contractor is responsible for the payment of monthly salary (to be paid on or before the expiry of 7th day of every month) including all emoluments as applicable to the security guards.

29. In case the agency withdraws or the department terminates the contract for violation of terms and conditions and / or deficiency in services during the period of contract, then the service provider shall continue to provide service till alternate arrangements are made or bear the additional expenses in hiring a new contractor on temporary arrangement till the time of appointing a regular contractor through a similar tender process. In case, the service provider refuses to bear the expenses, as stated above, then said expenditure shall be adjusted against performance guarantee/Bank guarantee provided by the service provider.

30. **The wages paid to the personnel should strictly adhere to the Code on Wages, 2019 and Contract Labour (R & A) Act, 1970.** License from Labour Department as per section 12 of Contract Labour (R& A) Act, 1970 should be obtained for the contract work within 7 days of award of contract. Any default would be viewed seriously resulting in cancellation of contract. The agency should ensure that there is no scope for any grievance from the personnel on delayed payment of wages/unlawful deductions.

31. All the existing statutory regulations of both State & Central Governments shall be adhered to and complied with and all records maintained thereof should be available for scrutiny by this office.

32. The Security Agency shall strictly comply with the terms and conditions of the agreement, which will be executed with the successful tenderer. Failure by the agency to comply with such statutory requirements and / or the terms of the agreement during the period of contract or deficiency in services shall result in termination of the contract.

33. NACIN, Chennai, will not have any legal obligation in any dispute of whatsoever nature arising against the service provider and the service provider should indemnify NACIN completely in this regard.
34. Any dispute arising out of this agreement or that which may arise in future, shall be resolved by taking recourse to mutual settlement, failing which the dispute will be subject to jurisdiction of Chennai Courts only. NACIN, Chennai is entitled to withhold payments due to the Housekeeping Agency in case of any dispute, till it is resolved.
35. If the performance of Security Guards provided by the agency is not found satisfactory, NACIN shall have the powers to terminate the contract with one month's notice.
36. All the bidders should include a reasonable margin in their bids to cover additional expenses such as uniform cost, ID cards, office expenses, etc. Rejection of the financial bids of bidders who do not have reasonable margins to cover statutory expenses will be at the discretion of NACIN.
37. Any Tenderer whose contract with any department of Central or State Government or any other Public Sector Undertaking has been terminated on account of unsatisfactory services before the expiry of contract period at any point of time during the last 5 years, will be ineligible.
38. The tenderers who have been blacklisted or debarred by any department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of 5 years from the date of blacklisting /debarment, whichever is earlier.
39. NACIN, Chennai reserves the right to forthwith cancel any contract if the tenderer is blacklisted by the GST authorities or any Government Organization.
40. Successful Security Agency/ Contractor shall execute the contract agreement papers in the prescribed format on non-judicial stamp paper of value of Rs.100/- value and within 7 days of receiving the work order / intimation letter of acceptance of bid.
41. In case of any security guard is found absent or on leave or falling sick must be replaced with suitable replacement immediately. The Academy reserves the right to impose penalty for absenteeism.
42. Every month three security guards should be deployed for 26 days with one reliever security guard for 12 days to give the three security guards a weekly holiday of one day which is mandatory.

43. NACIN reserves the right to terminate contract if

- a) the agency failing to fulfill terms and conditions of the contract or committing any breach of contractual terms and conditions.
- b) the security agency or its agent or its employees are found guilty or doing fraud in respect of the contract entered into by the agency or any of their partners or representatives thereof with NACIN, Chennai.
- c) at any time during pendency of the contract, it comes to the notice of NACIN that the agency has misled NACIN, Chennai, by giving false / incorrect information.



**ASSISTANT DIRECTOR
NACIN, CHENNAI**