

TENDER DOCUMENTS FOR SECURITY SERVICES
Annexure-I
TERMS AND CONDITIONS

- 1) The agency should possess a valid license from the respective State Controlling Authority prescribed under The Private Security Agencies (Regulation) Act, 2005 and Central Model Rules framed in the year 2006, as amended from time to time. The personnel to be engaged for this purpose should have good antecedents.
- 2) **The tenderers must have their Office in any one the two locations for which tender is invited.**
- 3) **The contract period is from 1.4.2019 or from the date of commencement of the service as defined elsewhere in the contract upto 31.3.2020.** Commencement period may be postponed by one month due to unavoidable administrative reasons. The contract is extendable at the same terms and conditions and at the same rate for an interim period if any from 1.4.2020 to the date prior to the date of awarding the next contract subject to providing of service to the satisfaction of buyer, at the sole discretion of the buyer.
- 4) With regard to the various proof / supporting documents produced by the bidders for establishing that they meet the various eligibility conditions, it shall be the department prerogative to decide whether the document produced is valid evidence or not and to call for additional proof, if required.
- 5) The Security personnel should **preferably be Ex-Servicemen** subject to satisfying other requirements.
- 6) The service providers shall have 3 years experience in providing security service to various organisations like Govt. Institutions/PSU/Banks.
- 7) **The security personnel to be provided should be a fit person strictly below the age of 50 years. They should have sound health and with no criminal background. It shall be the responsibility of the agency to cause Police verification of the personnel being provided to this office.**
- 8) All the Security guards should be in proper uniform, which shall be provided by the agency. This office shall not provide any accommodation/food/uniform to the guards.
- 9) All the Security guards provided for security of the aforesaid premises should be able to read and write in Tamil and English.
- 10) The security personnel engaged by the agency to guard the premises will not have any right / claim whatsoever, for direct recruitment of temporary or permanent employment in the Government of India. For all intent and purpose, the contractor shall be the "Employer" within the meaning of different Labour

Legislations in respect of manpower deployed for contractual services. The contractor should make it known the above to the personnel deployed.

- 11) The Contractor shall on award of the contract, furnish the list containing name and addresses of the workmen sent to this office for performing Security services.
- 12) The Contractor shall maintain an attendance register of security guards and this register of security guards shall be subject to check by the concerned officer of this office.
- 13) The applicants should be capable of providing services of such nature and should furnish an undertaking to the effect that all relevant laws are being complied with and also that they are capable of holding and controlling the man power without any legal encumbrances; the firm shall possess valid PAN number, ESI, EPF registration and GST Registration (if applicable).

For the aforesaid work, the Service Provider shall quote rate for 30 days which should be inclusive of wages as per Minimum Wages Act Central/State, EPF, ESI, Bonus, levies if any etc. and their admin/service charges but exclusive of GST. The Service provider shall pay wages to the labourers engaged by them for the work as per Minimum Wages Act, fixed by Central/State Government, as amended from time to time. In case the basic rates and / or Variable DA rates or both are revised or increased by the CLC, then, the service provider has to make/effect payment at the revised rates from that month onwards and claim the same from the department. However, the service/administrative charge portion of the service provider will not be enhanced under any circumstances during the currency of the contract.

- 14) All deductions towards EPF, ESI, Bonus etc must be factored in the rates being quoted per person per month basis. If any revision in the rates of contribution to EPF, ESI etc. Is notified by the competent authority, then such revised rate may also be claimed from the department on production of proof of payment of the same.
- 15) The successful bidder will be required to give letter of acceptance within 3 days of being informed and enter into an agreement for the work contract.
- 16) The Service Provider shall arrange necessary Insurance cover for all the persons deployed by him.
- 17) This Office shall not entertain any claim arising out of mishap, etc, if any, that may take place while discharging the duties by the personnel(s) provided by the Service Provider. In the event of any liability/ claim falling on this

Commissionerate, the same shall be reimbursed/ indemnified by the Service Provider.

- 18) If a particular person is absent on any day, another person shall be deployed in his place. For any absence and non-engagement, no security charges shall be paid.
- 19) Against Income Tax, Under Section 194(c) of Income Tax Act and the rules framed there under, the Department is free to deduct the amount at the rate applicable under the rules from the monthly dues payable to the Agency as TDS and shall issue suitable TDS certificate to that effect to the Agency.
- 20) Subcontracts are not allowed to be made by the agency.
- 21) The security guards posted by the service provider will be provided Identity cards by the service provider specifying the work place, for carrying out the obligation under this contract. Such guards will be allowed entry in the aforesaid premises only on presentation of identity card to the concerned officer of this office. Within the premises of the office, the contractor's personnel shall not do any private work, except their assigned duties, and will not entertain any guests/outsideers etc.
- 22) The service provider will be responsible for any deficiency in service or loss of any goods / material / equipment available in the office premises. The service provider will be served with a notice quantifying the deficiency in service or loss of items & also affording him an opportunity to put forth his defence in writing or orally. After considering the defence put forth by service provider, the Commissioner of GST & Central Excise, Tiruchirappalli will determine the amount payable by service provider which will be final & binding on him.
- 23) The service provider will be wholly and exclusively responsible for payment of wages and bonus to the security guards. They will also be responsible for compliance of all statutory obligations under Minimum Wages Act, Employees Provident Fund, ESI Act Payment of Bonus Act etc. and this office will not be responsible for making any payment to the security Guards. They shall have to take the following insurance policies to cover all the risk and keep them valid till the successful completion of the contract.

Workman's compensation. ESIC.

Risk / liability of the 3rd party.

24) TERMS OF PAYMENT

- i) The contractor will submit the monthly bill in duplicate for reimbursement along with certificate of attendance / work completion by the officer in charge. The bill will be paid after making recovery, if any.

ii) The contractor shall make regular and full payment to its personnel deployed as per the law and furnish necessary proof in this regard along with the bill for the subsequent month presented to the department for payment. In case, the wages and/or the other statutory contributions to the manpower employed if found to be defaulted for any period, a lump sum penalty of Rs.5000/- shall be levied on the contractor and the same will be deducted from the bill payable to him.

iii) In case of any complaint of non-fulfilment of any obligation under contract executed between the Service provider and department, this office reserves the right to deduct the amount due from contract from monthly bills as well termination of the contract.

iv) In the event of failure in maintaining the security services on any day in part or full, the contractor is liable to penalty @ Rs. 2000/- (Rupees Two Thousand Only) per day, which shall be recovered from the bills or otherwise.

25. Performance Guarantee: On acceptance of tender, the successful bidder must provide Performance Guarantee in the form of Bank Guarantee from any of the Scheduled Banks in India, **equal to ONE month's value of the Contract** in favour of The Commissioner of GST & Central Excise, Trichy within 15 days from the date of Award of Contract . Performance guarantee should remain valid for a period of **Ninety days** beyond the date of completion of all contractual obligations of the contractor. The Bank Guarantee will be released only after the successful completion of the contract. The Bank Guarantee is liable to be invoked, if during the period of contract the services of the contractor are found to be unsatisfactory in any respect, and/or any of the conditions of the contract is contravened/ breached, and/or towards any damage caused due to negligence of the contractor, or his employees. This invocation of Bank Guarantee will be in addition to any action by the department that the contractor may invite upon himself due to any of the reasons specified above.

In case of any queries regarding the specification, the Bidder can get clarification from Superintendent (PRO) of the respective office premises on any working day between 10:00 am to 5:00 pm.

26. The Commissioner, GST & CX, Trichy can for any reason, at his discretion or in response to a clarification sought by a prospective bidder, modify the tender documents by issuing amendments (addenda / corrigenda etc.) Any amendments (addenda/corrigenda) thus issued will be hosted on the website upto two days prior to the last date specified for submission of the bids. All the bidders who have downloaded the bid document shall verify if any such

amendments have been issued by this department, before submitting their bid and shall take cognizance of and include such amendment(s) in their submission. In any case, the amendment(s), if any, shall be binding on the bidder. No separate notice / intimation of amendments will be sent to the bidders.

27. Tenders shall remain valid for 120 days from the last date for submission of tender.
28. The Commissioner of GST & C.Ex. reserves the right to accept any tender and to reject any or all tenders and to annual the tendering process, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the action.
29. The service provider should furnish to the department, the bio-data with photograph of the personnel to be posted in the office of the Commissioner of GST& Cx., Trichy and in the office of the Dy./Asst.Commissioner of GST& Cx., Thanjavur before posting them and intimate the respective PRO of any changes thereof within 24 hrs of the same. The Commissioner of GST & Cx., Trichy / the Dy./Asst. Commissioner of GST& Cx., Thanjavur reserves the right to reject any person posted in this office without assigning any reason.
30. Compliance of the statutory provisions including those pertaining to Provident Fund Act, Employees State Insurance Act, and Minimum Wages Act (Contract Labour Regulation & Abolition Act 1970), and all other labour and other legislations as applicable from time to time, with regard to the personnel engaged by the contractor (service provider) for service to the Commissioner of GST & C.Ex are the responsibility of the contractor.


(P. KALAIYAZHAGAN) 7/3/2019
ASSISTANT COMMISSIONER
TIRUCHIRAPPALLI GST &
CEX.COMMISSIONERATE

Annexure-II A		
TECHNICAL BID (QUALIFYING BID DOCUMENT)		
1	Name of the Registered Firm / Company	
2	Status of ownership Proprietary /Partnership / Company	O
3(a)	Address of the Firm / Company (with Tel. no./ Fax no: and E- mail) : HEAD OFFICE	M
3(b)	Address of the Firm / Company (with Tel. no./ Fax no. and E- mail) : BRANCH OFFICE	M
4	Name & Address of the Proprietor / Partners / Director with Land line / mobile numbers	O
5	PAN No. of the firm as allocated by the Income Tax Department	M
6	Details of registration with E.S.I	M
7	Details of registration with Employee Provident Fund	M
8	License No. obtained from controlling authority under section 7 (5) of "The Private Security Agencies (Regulation)Act, 2005" (attach photocopy of license)	M
9	GST Registration Number, if applicable	
10	Whether all the Security guards proposed for deployment by the Service provider are fully ex-service men, or a combination of ex-servicemen and private persons or fully private persons (give numbers category-wise)	Ex Service Men: ___ No. Others: ___ No.
11	Whether the Service provider is Ex-Service man / An organisation of ex-service men	YES / NO O
12	No. of years of experience in providing Security services (enclose not more than one prime proof only for 3 years with performance certificate)	O
13	List of present clients (not more than two prime clients) along with proof of Job order certificate.	O
14	Tender acceptance letter (Annexure – V) in their official letter head.	M
15	Undertaking by the bidder (Annexure-IV) in their official letter head.	M
16	Break up details of wage payment in Annexure-II B in their official letter head.	M
17	Price/ Financial Bid Undertaking (Annexure - III) in their-official letter head.	M

Note: M = Document to be uploaded as Technical Bid Mandatory Documents pdf file (TBMD).
O = Document to be uploaded as Technical Bid Other Documents pdf file (TBOD), while uploading your Tender.

All the documents are to be furnished/ uploaded should be legibly scanned and duly signed by the bidder. Failure to produce any one of the mandatory items renders the bid liable for disqualification.

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge and I have read and understood the terms and conditions in the Tender Document. I understand that in case any deviation is found in the above statement at any stage; I/we will be blacklisted and will not have any dealing with the Department in future

Further I understand that if I withdraw or modify our above bid during the period of validity or if we are awarded the contract and we fail to sign the contract, or submit the performance security before the deadline defined in the tender document, I/we will be blacklisted and will not have any dealing with the Department in future.

(Signature of Authorized
Signatory with date)

**Annexure-II B
TECHNICAL BID**

**TENDER FOR PROVIDING SECURITY SERVICES ON CONTRACT BASIS
FOR GST & C.EX. COMMISSIONERATE , TRICHY.**

- 1 Name of the Registered Firm/Company ;
2. Address (with Tel.No. & Fax No.) ;
- 3 PAN No. ;
- 4 Name & address of the proprietor,
Partner/Directors(with Mobile Number) :

S.No.	Particulars	Rate (Rs.)	Rate in words (Rupees)
01	Basis wages per guard for 8 hours fixed by the Dy. Chief Labour Commission (Central) as applicable to WATCH AND WARD (without arms) for 26 days		
02	VDA for 26 days		
03	Sub Total		
04	PF & Insurance fund @ ___% of sl. No. 3 per month / per guard on gross wages		
05	ESI @ ____% of sl. No. 3 per month /guard on gross wages		
06	Statutory Minimum Bonus		
07	Subtotal (3+4+5+6) cost for 26 days		
08	Cost of reliever at 16.67% of sl.no. 7		
09	Total billing for 8 hours and 30/31 days duty per guard excluding contractor's service charges. S. No.(7+8)		

Date :

Signature and stamp of the owner/bidder/authorized Signatory with complete Name, Address, contract No.(s), including mobile No.(s) (also indicate the category in which signing, whether on his own behalf of as power of Attorney/ Authorised signatory of the owner)

ANNEXURE-III
PRICE/ FINANCIAL BID UNDERTAKING

1. I / We submit the Price Bid for Security Services in the BOQ _Security .xls as envisaged in the bid document.
2. I / We have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I / We offer to work at the rates as indicated in the price Bid, [BOQ_Security.xls]
4. I/We undertake that if I/We withdraw or modify our above bid during the period of validity or if we are awarded the contract and we fail to sign the contract, or submit the performance security before the deadline defined in the tender document, I/we will be blacklisted and will not have any dealing with the Department in future.

Yours faithfully

Signature of Authorized
Representative

ANNEXURE-IV

UNDERTAKING BY THE BIDDER

I/We undertake that my/our firm M/s
..... has not been blacklisted by any Govt. Department/Public
Sector Undertaking/Autonomous Body.

2. I Son/ Daughter/ Wife of Shri
Proprietor/ Partner/ Director/ Authorised signatory of M/s
..... am competent to sign this
declaration and execute this tender document.

3. I have carefully read and understood all the term and conditions of
the tender and undertake to abide by them.

4. The information / documents furnished alongwith the above application
are true and correct to the best of my knowledge and belief. I/We, am/are well
aware of the fact that furnishing of any false information / fabricated document
would lead to rejection of my tender at any stage besides liabilities towards
prosecution under appropriate law;

5. I understand that in case any deviation is found in the above statement
at any stage, my concern/firm/co. shall be blacklisted and shall not have any
dealing with the Department in future.

Date: Signature of the authorized
Signatory of the firm/

Place: Company/Organization

Office Stamp/Seal:

Annexure-V

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

The Commissioner of GST & Central Excise
No.1, Williams Road, Cantonment,
Tiruchirappali. 620001

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure-VI

SCOPE OF WORK

The duties of security guards will be as follows:-

- 1) To keep vigil & Patrolling of the office buildings and safeguard the properties, assets and other materials from theft, pilferage, destruction, sabotage, fire and subversive activities by anyone during the period of contract.
- 2) Services for security to be provided during the period of contract on round the clock all days on 8 hrs. Shift basis. Night shift of the Premises 1 shall be guarded by two security personnel.
- 3) Any untoward incident which is a threat to the security at the locations have to be intimated to the respective controlling officers of the Office buildings in the respective locations.
- 4) The security personnel shall ensure that authorized persons / vehicles are permitted to enter/ exit the area covered under their security.
- 5) The Security guard is required to maintain a register in the format prescribed so as to ensure that all the persons other than the officers/employee of the Department are allowed entry only after entering particulars such as name, vehicle number, purpose, the person or the house they intend to go / meet, etc.

Annexure-VII

Instructions for Online Bid Submission:

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

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 4) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data

storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

BID OPENING & EVALUATION

- 1) A substantially responsive bid is one which confirms to all the terms and conditions of the bid document without material deviation.
- 2) The Tender Processing Committee appointed by the TIA shall open the e-bids as per the time schedule mentioned in the NIT.
- 3) The Technical bid will be evaluated first to determine the qualification of the bid. The bidders who have produced the mandatory documents alone will be considered for Financial Bid.
- 4) The Financial Bid not in conformity with the Statutory payment norms as detailed in the terms and conditions will be treated as defective bid and thereby treated as disqualified.
- 5) L-1 among the substantially responsive bids shall be decided based on the quote in online BoQ Sheet.
- 6) If more than one bidder have quoted the identical L-1 rate, the L-1 bidder will be decided based on other aspects viz., quality of experience (experience with Govt offices / PSU/ such other organisation) and the present client status by the TIA. However, the discretion of the TIA to decide the successful bidder among the L-1 bidders will prevail. The decision of the TIA is final.