



GOVERNMENT OF INDIA: MINISTRY OF FINANCE: DEPARTMENT OF REVENUE
NATIONAL ACADEMY OF CUSTOMS, INDIRECT TAXES & NARCOTICS (NACIN),
3/86 E, ATC ROAD, NEAR AMBIT IT PARK: I, II & III FLOORS,
AMBATTUR INDUSTRIAL ESTATE, CHENNAI-600058

Telephone: 044 – 26250157, 26250159, 9840377458

Fax: 044 – 26250155, 26250156

File No: NACIN/I/ (22)/SERV/63/2020-ADMN

Dated: 05.11.2021

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

1. 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 one set of guards for the said services on 24x7 basis at the above mentioned address for a period of **one year**.

2. The Annexures to this Tender Notice are: **(i) Pre-qualification requirement and Terms & Conditions (Annexure-I) (ii) Technical Bid (Annexure.II) and (iii) Financial Bid (Annexure-III - BoQ)** together with the **Bidder’s Undertaking (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. and Service charges for the services at the above said premises. **The quoted rates should be exclusive of GST.**

3. 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 be in accordance with **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, i.e. NACIN.** 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 August 2021.

4. The Tender document can be downloaded from the web sites: www.cbic.gov.in, www.nacin.gov.in & www.centralexcisechennai.gov.in or from the Central Public e Procurement Portal (CPPP) website. Bidders are expected to inspect the aforesaid premises on any working day between 10-00 Hours and 17-00 Hours before submitting their e-Tender / bid documents.

5. **Only those bidders, who have their offices and workforce in Chennai city (within a radius of 20 km from this Academy), may post their bids for this e-tender; they will have to provide valid address proof as evidence for the same.**

6. Interested bidders should visit the premises and inspect the equipment and installations before submitting the bids. **Only those bidders, who visit the premises and assess the requirements prior to the submission of their bids, will be considered for evaluation of the Technical bid. Bids submitted without visiting NACIN premises will be summarily rejected.**

7. Interested bidders, who comply with the terms and conditions of this tender notice and who possess valid Digital Signature Certificates (DSC), may submit their e-bids online in the formats for Technical & Financial bids. Their e-bids are to be completed in all aspects and are to be uploaded/submitted online only through the CPP Portal. **Hard copies of the bids shall not be accepted.**

i. **Last date for online upload of bids** :Before 01-00 PM on 29.11.2021 (Monday)

ii. **Date & time for Opening of tender** :On 30.11.2021 (Tuesday) after 01-05 PM

7. **All bidders for this e-tender are deemed to have understood and accepted the contents of this Notice.** 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-III BoQ format only.** Financial bids of only those service providers who fulfill the “Pre-Qualification Requirements”, who accept the “Terms and Conditions” of the tender notice and who qualify in the Technical bid, will be opened. It may be noted that the bidders should not have come to the adverse notice of any of their previous employers nor should have defaulted on payment to any other government agency. If it comes to the notice that the bidders have come to the adverse notice of any government agency, their bid shall be rejected outrightly and if this happens after awarding of contract, the contract shall be cancelled immediately without any further notice.

8. **Care may be taken to ensure that the Financial bid’s details are not visible along with the Technical bid. In case the Financial bid is visible along with the Technical bid, the bid will be liable to be rejected.**

9. For any further enquiries/clarifications, Shri V.P.Hari, Superintendent (Ph:9840377458) may be contacted.



ASSISTANT DIRECTOR

Encl: Tender Document in
Annexures I to IV

To

1. The Web Masters of www.nacin.gov.in, www.cbic.gov.in and www.centralexcisechennai.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

PRE - QUALIFICATION REQUIREMENTS and TERMS & CONDITIONS

A. 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 Government organization / Public Sector office / Large Corporate Office. Self-Attested Copies of Agreement / Work Order from the above mentioned clients should 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 Goods & Service Tax (GST) Department. ESIC & PF Departments. The bidder also should have a certificate of registration with Registrar of Companies. Copies of the registration papers should be uploaded along with the e-bid.
- iv. The bidder should be registered with Income Tax Department and should furnish proof for filing IT Returns for two consecutive financial years viz., 2018-19 & 2019-20.
- v. Profit & Loss Account and Balance Sheets for 2018-19 & 2019-20 are to be furnished.
- vi. **The bidder should have their office and workforce in Chennai city, within a radius of 20 km from this Academy. The bidder has to provide their address proof as evidence for the above.** Bids of service providers who do not have an office and workforce in Chennai, will not be considered.
- vii. A list of the contractor's clients with contact persons and phone numbers should also be uploaded. **The eligibility of the contractor will depend on their reputation and credibility also.**
- viii. Before uploading their bids, bidders have to visit the premises of this Academy, assess the requirement and affix their signature, as a token of their visit, in a register maintained for this purpose. **Only those bids submitted by bidders who have visited the premises and inspected the installations would be considered.**
- ix. The Financial bid has to be filled up compulsorily in the BoQ format. When filling up the BoQ file, data should be entered only in the coloured cells. The bid amounts should not include GST. The details of this Financial bid should not be visible at the time of opening the Technical bid
- x. **EARNEST MONEY DEPOSIT (EMD):** Earnest Money Deposit of **Rs.10,000/- (Rupees Ten thousand only)** per application in the form of **Demand Draft / Banker's Cheque of a Nationalised Bank drawn in favour of the Additional Director, NACIN, Chennai**, should be handed over in person at NACIN office. E-Tenders uploaded without Earnest Money Deposit/EMD Exemption Proof will be rejected, unless the bidders are legally exempted from paying EMD. EMD will be forfeited in case the eligible bidder withdraws during or after the tender selection process. Unsuccessful bidders

must collect the EMD Demand draft within 15 days of finalizing of tender bid. No interest will be paid on this deposit.

- xi. The Technical Bid will be processed first. The Financial Bid 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 & Conditions.

B. TERMS & CONDITIONS:

The bidder shall be considered for award of contract only if they agree 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 terms and conditions hereinafter specified will be rejected.
3. 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.
4. Performance Guarantee: The successful bidder shall submit a **Performance Guarantee equal to the amount quoted in their Financial bid by way of Fixed Deposit Receipt**, taken on a Nationalised Bank, within 15 working days from the day of obtaining the contract. It shall be held by this office **for a period of six months beyond the date of completion of all contractual obligations**.
5. The security agency shall **provide one security guard 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.
6. 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.
7. 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.
8. 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.
9. 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.

10. The security guards shall perform their duties diligently and (i) afford protection to the entire premises of NACIN Office, Chennai that includes the open areas & the built-up areas and its movable & immovable properties, (ii) maintain entry/exit registers, (iii) watch the movements of visitors and (iv) alert the concerned officer-in-charge in alarming situations. Apart from the above, they may have to attend to other duties as may be assigned by officers of NACIN Office, Chennai, from time to time.
11. The guards should be skilled in handling of firefighting equipment. The guards should be able to read, write and speak in Tamil and English.
12. The security guards besides providing Security Services should be capable of controlling Traffic and monitoring of Safe Parking & Trespassing.
13. 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.
14. 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.
15. The outsourced Security Service Personnel should have no past criminal record. Their antecedents should be verified by the Agency from the local police authorities.
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. 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.
19. 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.
20. 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 raincoats should be provided to them during the rainy season.

21. 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. 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. In case any security guard is found absent or on leave or falling sick, he must be replaced, immediately. The Academy reserves the right to impose penalty for absenteeism.
22. **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.**
23. The deployed manpower should be paid the **eligible annual bonus of 8.33 % of their annual pay (Basic Pay + VDA)** 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.
24. The employees engaged by the security agency shall be in the employment of the Security Agency only and not of NACIN office. 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. Their work at NACIN, Chennai, is purely a contractual responsibility through the service provider.
25. **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 from the monthly bills, as per the Income Tax Act and the GST Act.
26. 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.
27. 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 continue their services, as stated above, the incurred expenditure shall be adjusted against the EMD or performance guarantee/Bank guarantee provided by the service provider.
28. **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 and further punitive action by the Department. The agency should ensure that there is no scope for any grievance from the personnel on delayed payment of wages/unlawful deductions.
29. 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.
30. 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 and further punitive action by the Department.

31. 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.
32. 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 Security service Agency in case of any dispute, till it is resolved.
33. It is important that **all bidders should include a reasonable margin in their bids to cover additional expenses such as uniform cost, ID cards, office expenses, etc.** Reducing the margin for the sole purpose of emerging as the L1 bidder is an unfair practice leading to creation of an uneven playing field for other bidders. **Rejection of the financial bids of bidders who do not have reasonable margins to cover statutory expenses will be at the discretion of NACIN.**
34. 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 summarily rejected. Likewise, during verification of the credentials of the bidders during the Technical bid evaluation, any bidder found having a bad reputation in the market will be rejected.
35. If a bidder, who is successful in the tendering process and has entered into a contract with NACIN, is later found to have falsified his identity or credentials in any manner, the contract will be immediately terminated and any loss to the Department will be adjusted against the EMD or performance guarantee/Bank guarantee provided by the service provider
36. 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 to participate in any Departmental tenders, during the period of such blacklisting or for a period of 5 years from the date of blacklisting /debarment, whichever is earlier.
37. The successful Security Agency/ Contractor who is chosen by the Department, 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.
38. NACIN reserves the right to terminate the contract and take further punitive action by the Department if
- a) the agency fails to fulfill the terms and conditions of the contract or commits 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 currency of the contract, it comes to the notice of NACIN that the agency has misled NACIN, Chennai, by giving false / incorrect information.



ASSISTANT DIRECTOR

ANNEXURE-II

**TECHNICAL BID
FOR PROVIDING SECURITY SERVICES AT NACIN OFFICE, CHENNAI**

Sl. No.	Particulars	
1	Name of the Service Provider	
2	Name of Contact person with Complete Address in Chennai (with PIN Code)	
3	Telephone Numbers in Chennai – Landline No. & Mobile Nos.	
4	Fax Numbers in Chennai	
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). (please attach in separate sheet, if required)	
8	Date of incorporation of the Firm/Company (please attach proof)	
9	No. of years of experience in providing Security service	
10	Name the Government Organisation / Public Sector Offices/ Large Corporate Offices, where services have been provided for three or more years. Also provide Contact person's name and phone No.	List may be attached
11	Names of organisations where service is being provided, at present. Please provide Contact person's name and phone No.	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 Tamil Nadu 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., 2018-19 & 2019-20)	
16	Has EMD / EMD Exemption been submitted? If so, give details.	
17	Has the bidder visited the premises to assess the requirement, before bidding	

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-IV
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 Tamil Nadu 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 August 2021.
- 4) We have not been in default of payment of salary/wages, in part or full, to any of our employees.
- 5) We do not have any criminal proceedings against us.
- 6) We have not been blacklisted / terminated / debarred /penalized by any Central Government Ministry/ Department/ Organization or CPSU.
- 7) If we are entrusted with the work, we assure you that we will undertake the work properly, without any delay.
- 8) We have read and understood the terms and conditions of the tender.
- 9) We hereby certify that the information furnished by us is true and correct to the best of our knowledge. We understand that in case if any of the information/details furnished by us is found to be false or incorrect at any stage, our company will be liable for being blacklisted for future transaction with the Department.

(Signature of Authorized Signatory with date)