

(to be submitted in **a separate sealed cover** with a mention
 “TECHNICAL QUOTATION”
 at the top of the sealed cover)

ANNEXURE – I

**PROFORMA FOR SUBMISSION OF QUOTATION FOR SECURITY SERVICE
 FOR THE AXIS PROJECT,CUSTOM HOUSE,TUTICORIN
 FOR THE YEAR 2017-18 (09/2017 to 03/2018)**

1	Name of the Service Provider (with Mobile Number)	
2	Registered Address of the Service Provider (Telephone No. & Fax No.)	
3	PAN Number	
4	Details of GST Registration along with evidence of payment of Service Tax during the last 3 years (year-wise details), if any	
5	Details of ESI & EPF Registration along with evidence	
6	Details of Turnover of your firm during the last 3 years.	
7	Experience in years along with details (enclose copies)	

Date:

Station:

Signature
(Name & Designation)

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**PROFORMA FOR SUBMISSION OF QUOTATION FOR SECURITY SERVICE
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ANNEXURE – II-A

1	Name and address of the Service Provider	
2	Registered Address of the Service Provider	
3	Rate per security person per day	
4	Rate quoted per security person per month	
5	Total value for 8 security persons per month*	

* GST extra

Date:

Station:

Signature
(Name & Designation)

ANNEXURE II-B**FINANCIAL BID ENCLOSURE****RATE OF WAGES FOR A SECURITY PERSON**

Basic Pay : Rs.

Variable DA :Rs.

Gross Daily Wages :Rs.

Add: Statutory Contributions

a. EPF (12%) :Rs.

b. Pension Fund(1.61%) :Rs.

c. ESI (4.75%) :Rs.

d. Bonus (8.33%) :Rs.

Add: Security Service provider's Service Charges:

% of Gross Wages :Rs.

Wages for 26 days :Rs.

(Rupees)

Signature of Authorised Signatory with date

Annexure – III**TERMS AND CONDITIONS FOR SECURITY SERVICES****1. ELIGIBILITY CRITERIA**

- a) Bidders should have minimum three years of experience in providing security services to various organization and should have completed at least two such works with an Annual Contract value of Rs.10 lakhs in the similar activity in the last three years. Evidence for the same should be provided.
- b) The bidder should be registered under the ESI and Provident Fund Acts and other relevant statutory enactments relating to the employment of labour Copies of Registration Certificate should be enclosed.
- c) The bidder should have obtained a license from the controlling authority under Section 7(5) of "The Private Security Agencies (Regulation) Act, 2005 [No.29 of 2005]". The agency should preferably have an all India network
- d) The evidence for filing of Service Tax returns and IT returns along with Profit and Loss Account and Balance Sheet for the past three Financial Years **2013-14, 2014-15 & 2015-16** should be enclosed along with the Technical Bid.
- e) The bidder must have an Annual Average Turnover of not less than of Rs.10 lakhs during the last three Financial Years **2013-14, 2014-15** & 2015-16 certified by a Chartered Accountant.
- f) The bidder must produce a solvency certificate from his banker for amount not less than AMOUNT OF THE CONTRACT FOR THE FINANCIAL YEAR 2017-18.
- g) The successful bidder should obtain a license under the Contract Labour (R&A) Act, from the licensing authority, within one month from the date of awarding the contract.

2. OTHER TERMS AND CONDITIONS:

- a) The contract will be in force for a period 7 months from 01.09.2017 to 31.03.2018
- b) The security persons employed should work on all days.
- c) The working hours will be eight hours per shift and 3 shifts a day.
- d) The Personnel employed should be able, healthy, below 40 years and should be sufficiently educated to maintain the visitor's register. They should be well behaved and well mannered. They should be provided with uniforms and identity cards prominently displayed.
- e) The security guards shall perform their duties diligently and afford protection to the entire premises of the Axis Project, O/o the Commissioner of Customs, Tuticorin that includes the open areas & the built up areas, its movable and immovable properties, check all vehicles, maintain entry/exit registers, give instructions to park private vehicles at proper place, 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 from time to time. The guards should be skilled in traffic management and handling of firefighting equipments. The guards should be able to read and write English and speak in Tamil.

- f) The security guards shall be vigilant so that no person shall carry away any articles belonging to the 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.
- g) The Security agency will be responsible for the discipline of the Security Personnel employed by them. A senior officer of the agency should visit and check the Security staff in different shifts periodically, monitor their performance and report to the officer concerned on a regular basis.
- h) 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 will be solely responsible for all the consequences and this Office shall be at liberty to lodge complaints before appropriate authorities.
- i) In case of any theft/pilferage of any property belonging to the Axis Project, O/o the Commissioner of Customs, Tuticorin, 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.
- j) 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 50 years. They shall perform their duties to the satisfaction of this office.
- k) The security agency shall provide proper uniform with required accessories such as whistle, torch lights, walky-talky, 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
- l) If a particular security person is absent on any day another security person should be deployed in his/her place.
- m) The personnel should attend to work punctually.
- n) During night hours and on holidays, the guards should go around the building premises to have effective control over the Government properties.
- o) All damages caused by the personnel to the property of the Department shall be recovered from the Service provider.
- p) The Service provider should deploy one full time Supervisor with mobile phone who shall report to the Admn section daily.
- q) No other persons except the persons authorized by the service provider shall be allowed to enter the office premises.

- r) The tenders will be summarily rejected if the rates quoted do not factor in the minimum wages prescribed by the Government of India as on date. The service provider is responsible for the payment of minimum wages as prescribed by the Government of India under Minimum Wages Act in this regard.
- s) Besides ESI and PF per head at the prevailing rate, other statutory requirements at the current rate should be paid by the Security Agency every month as per the existing Rules.
- t) The Security Agency is responsible for payment of monthly salary including leave salary, bonus, gratuity etc., to the personnel as applicable to them.
- u) The Security Agency should have at least 3 years of experience in providing similar Security Services in any Government/reputed Establishments.
- v) The Security Agency should ensure that there is no scope for any grievance from the personnel on delayed payment of wages or there is any decrease in their applicable wages. The employees engaged by the Security Agency will be in the employment of the Security Agency only and not of the Customs Department. The staff provided by the service provider shall have no right to claim/seek 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.
- w) The persons deployed by the Service provider shall have no legal right to seek employment in the Department and no legal proceedings would be entertained by this Department in this connection.
- x) The Service provider should have the valid license to engage in the business of private security agency obtained from the Police Department of Tuticorin.
- y) The Security Agency shall indemnify and shall keep this Office indemnified against acts of omission or negligence, dishonesty or misconduct of security persons engaged for the work and this office shall not be liable to pay any damages or compensation to such person or to third party.
- z) All existing statutory regulations including both State & Central Governments shall be adhered to and complied with by the Security Agency and all records maintained thereof should be available for scrutiny by this office. Failure by the Service provider to comply with such statutory requirements and / or the terms of the agreement during the period of agreement or deficiency in services shall result in termination of the contract.
- aa) This office reserves the right to terminate the services of the Security Service provider at any time without giving any notice or reasons whatsoever.
- bb) No escalation of price whatsoever would be allowed during the pendency / currency of the contract.
- cc) If any time during currency of JOB the SCOPE OF WORK for which this job has been awarded is reduced / abandoned, the payment / value of this job order shall be reduced on pro-rata basis by this office and would be binding on the Service provider.

- dd) This office reserves the right to extend the duration of the contract for a further period of 12 months subject to satisfactory performance and on mutually agreed terms and conditions.
- ee) Any dispute arising out of this agreement or that which may arise in future shall be resolved by taking recourse to mutual settlement arbitration / conciliation clauses formulated by International Centre of Alternative Dispute Resolution (ICADR) failing which the dispute will be subject to Tuticorin jurisdiction only.
- ff) In the event of any question, dispute / difference arising during the course of provision of the service the same shall be referred to the sole arbitration to the Chief Commissioner of Customs, Tuticorin or his nominee.
- gg) Licence 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. The agency should ensure that there is no scope for any grievance from the personnel on delayed payment of wages. The employees engaged by the security agency will be in the employment of the Security Agency only and not of the Department of Central Excise.
- hh) Mode of payment will be monthly and through Electronic Clearing System. Tax shall be deducted at source as per the Income Tax Rules from the monthly bills
- ii) All the existing statutory regulations of both State & Central Governments shall be adhered to & complied with and all records maintained thereof should be available for scrutiny by this office
- jj) 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.
- kk) Any dispute arising out of the 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 Tuticorin jurisdiction only. The Office of the Commissioner of Customs, Tuticorin is entitled to withhold payments due to the Agency in case of any dispute, till it is resolved
- ll) In acceptance of the Tender or otherwise, the decision of this Department is final.

Terms of Payments:

- i) The contractor shall submit the bill on monthly basis in duplicate duly certified by the PRO section and same shall be paid thereof after making recovery, if any. No interim bills will be entertained. The bill payment will be subject to TDS applicable under the Income Tax Act 1961.
- ii) Mode of payment will be monthly and through Electronic Clearing System. Tax shall be deducted at source as per the Income Tax Rules from the monthly bills. For this, the contractor is supposed to submit a mandate form to the office. In all cases, the contractor shall present his bill pre-receipted with proper revenue stamp.

Other Terms & Conditions:-

1. The bid should be enclosed with the self-attested copies of Registration Certificate, Insurance Certificate, PUC and other related documents of the Security services intended to be engaged by the bidders. All submitted documents should be self-attested.
2. The monthly charges payable shall be all inclusive and any other incidental expenses but shall be exclusive of GST.
3. On acceptance of quotation, the copy of the registration certificate of licences and the particulars of security persons shall be submitted to this office.
4. Payment shall be made only on monthly basis and on receipt of the bill after rendering satisfactory service. The payment will be released within a period of 30 - 45 days from the date of submission of bill.
5. He shall submit CA Certificate and/or audited copies of Balance Sheet and Profit & Loss Account for the last three years.
6. One month prior notice should be given by the service provider for termination of contract. Discontinuation of service by the service provider will result in forfeiture of security deposit.
7. This office reserves the rights to terminate the contract after giving Fifteen days notice.
8. The department will have the sole discretion to extend the period of contract beyond contract period or terminate the contract prematurely wholly or partially.
9. Technical Bid shall not mention any financial matters such as amount quoted per month etc. Upon observance of any such mention in the Technical Bid documents, the Tender will be summarily rejected.
10. The Financial Bid will be opened only if the Technical Bid is found to be satisfactory and complying all terms and conditions.
11. The contract will be awarded to the lowest bidder subject to the fulfilment of all the terms & conditions given in this notice and physical inspection of the security personals intended to deploy.
12. This office reserves the right to accept or reject any tender, even the lowest one, without assigning any reasons thereof. Further, this office reserves the right to scrap the entire tender process at any stage without assigning any reasons thereof.
13. The liability of the Commissioner of Customs, Custom House, Tuticorin will be limited to the providing security services agreed in the contract.
14. In any matter during the period of this contract, which has not been specifically covered by this contract, the decision of the Commissioner of Customs, Custom House, Tuticorin will be final.
15. No additional terms & Conditions stipulated above will be entertained by the Commissioner of Customs, Custom House, Tuticorin.

16. In case of dispute of any kind and in respect whosoever, the decision of the Commissioner of Customs, Custom House, Tuticorin shall be final and binding to all.
17. The Commissioner of Customs, Custom House, Tuticorin reserves the right to amend, rectify, alter or relax any conditions, referred above for this tender, without assigning any reasons

Annexure- IV

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://eprocuresiov.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 / email 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 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) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) 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.
- 6) 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.

- 7) 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.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e, 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.
- 10) 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. 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.

CHECK LIST OF DOCUMENTS TO BE SUBMITTED.
BID CHECKLIST

Bidder is required to fill-up this checklist and enclose along with the envelope containing the Earnest Money:

SI.	Item Description	Yes / No	Bid Reference
1	Earnest Money Enclosed		
2	Tender Acceptance Letter		
3	Letter of authorization to submit bid.		
4	An undertaking that the agency hasn't been blacklisted		
5	Financial/Price Bid Undertaking		

BID OPENING & EVALUATION

- 1) The bidders who have not produced the EMD in original well before the date and time of bid opening will be summarily disqualified from the bidding process.
- 2) A substantially responsive bid is one which confirms to all the terms and conditions of the bid document without material deviation.
- 3) Accordingly the Tender Processing Committee appointed by the TIA shall open the e-bids in the presence of the bidders or their authorised representatives who wish to be present at the time of opening of bids as per the time schedule mentioned in the NIT. The representative of the bidder wish to be present shall possess valid authorisation letter from the bidder and proper ID proof.
- 4) 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.
- 5) 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.
- 6) L-1 among the substantially responsive bids shall be decided based on the quote in online BoQ Sheet.
- 7) If more than one bidder have quoted the identical L-1 rate, the criteria for selection of L-1 will be the 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.