



## REQUEST FOR PROPOSAL

### INVITATION OF BIDS HIRING OF PVT SEC SERVICES AT TS MAHUL

#### REQUEST FOR PROPOSAL (RFP) No TSM/635/16/PVT SEC DATED 07 DEC 2017

1. Bids in sealed cover are invited for supply of items listed in Part II of this RFP. Please super scribe the above mentioned Title, RFP number and date of opening of the bids on the sealed cover to avoid the bid being declared invalid.
2. The address and contact numbers for sending bids or seeking clarifications regarding this RFP are given below -
  - (a) Bids/queries to be addressed to:**The Officer-in-Charge.**
  - (b) Postal address for sending the bids:**Transmitting Station(Mahul), Mumbai-400074.**
  - (c) Name/designation of the contact personnel:**CDR BCS SHEKHAWAT**
  - (d) Telephone numbers of the contact personnel:**02225541102**
  - (e) E-mail ID's of contact personnel:**tsmahul-navy@nic.in**
  - (f) Fax number:**02225545578**
3. This RFP is divided into five Parts as follows:-
  - (a) **Part I.** Contains general information and instructions for the Bidders about the RFP such as the time, place of submission and Opening of tenders, validity period of tenders, etc.
  - (b) **Part II.** Contains essential details of the items/services required, such as the schedule of requirements (SOR), Technical specifications, delivery period, mode of delivery and consignee details.
  - (c) **Part III.** Contains standard conditions of RFP, which will form part of the contract with the successful Bidder.
  - (d) **Part IV.** Contains special conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
  - (e) **Part V.** Contains evaluation criteria and format for Price
4. This RFP is being issued with no financial commitment and the buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

(BCS SHEKHAWAT)  
COMMANDER  
OFFICER-IN-CHARGE

07-12-17



## Part I: General Information

### 1. Last Date and Time for Depositing the Bids 20 Dec 2017 By 12:00 Hrs.

The sealed bids (both technical and commercial, in case two bids are called for) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the bidder.

2. Manner of Depositing the Bids. Sealed bids should be either dropped in the Tender Box marked as **TENDER BOX** or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or no delivery/ non-receipt of bid documents. Bids sent by FAX or E-mail will not be considered (unless they have been specifically called for these modes due to urgency).

### 3. Time and Date for Opening of Bids 20 Dec 2017 By 16:00 Hrs.

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

### 4. Location of the Tender Box. MAIN GATE TS MAHUL

Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

### 5. Place of Opening of the Bids. CONFERENCE HALL, NTS MAHUL, CHEMBUR EAST, MUMBAI

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

### 6. Two-Bid system. N/A

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

8. Clarification Regarding Contents of the RFP. A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 05 (five) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

9. Modification and Withdrawal of Bids. A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.



10. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

12. **Unwillingness to quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

13. **Validity of Bids.** The Bids should remain valid till **91** days from the last date of submission of the Bids.

14. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs. **63000 (SIXTY THREE THOUSAND Rupees)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector/nationalised banks would be accepted only. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered for the same item/range of products/goods or services with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender. *The EMD may be drawn in favour of PCDA (N).*



## Part II: Essential Details of Items/Services required

1. Schedule of Requirements. List of items / services required is as follows:-

<u>SNo</u>	<u>Item Description</u>	<u>Qty</u>	<u>Deno</u>
1.	Hiring of Pvt Security Services 02 Post	1	YR

2. Technical Details. Enclosed as Annexure.

3. Two-Bid System. N/A

4. Delivery Period. Delivery period for supply of items would be **01 YEAR** from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

5. INCOTERMS for Delivery and Transportation. EXW (Ex Works). The definition of delivery period for the RFP will be **TS MAHUL, CHEMBUR.**

6. Consignee Details. Transmitting Sation(Mahul)



## PART II – ESSENTIAL DETAILS OF ITEMS REQUIRED

1. Requirement exists at Transmitting Station Mahul for the Outsourcing of Private Security services through DGR empanelled security agencies as per scope of work is given below:-

### SCOPE OF WORK AND OTHER DETAILS

S. No.	Location	Scope of Work
(a)	Family Inner Gate & Family Outer Gate	<p>(i) The Security Agency would be responsible for general security, maintaining law and order, patrolling duties along perimeter wall, within the assigned area and to ensure that no unauthorized personnel/material gain entry.</p> <p>(ii) The total requirement would be for security personnel working in three shifts (each shift of 8 hours) together with relievers to cater for weekly off as required by the existing labour law.</p> <p>(iii) Total requirement would be for two security posts at Naval residential area, round the clock.</p> <p>(iv) A total of 06 security guards are required for round the clock duties on all days including Sunday and holidays.</p>

Note :- The firm bidding will be required to submit the commercial offer taking in to consideration the quantum of work involved as per the scope of work as mentioned above.

- (a) Total number of 6 security personnel required on daily basis per month.
- (b) Financial implication on providing of the proposed manpower by the firm taking in to account the provision of minimum wages act, applicable taxes etc.
- (c) In case of minimum rate fixed by the state govt or other govt authority under some agreement are higher than the rate issued by central government, then the rate whichever is higher will be applicable as per ministry of labor and employment.

### 2. Eligibility:

- (a) Educational Qualification Guards should be able to read and write in English. They should also have spoken knowledge of English and Hindi apart from local language.
- (b) Age, height & weight 20 to 45 years with minimum 5'4" height and minimum weight 55 Kgs. They should not be obese.



(c) **Physical Fitness** They should be medically fit for watch and guard duties. Medical certificate from competent medical authority should be submitted at the time of employment.

(d) **Training/Experience** Basic training to security guards shall be imparted by the contractor before placing them on duty. The employer will familiarize the security personnel regarding the rules and regulations applicable at TS Mahul.

### Basic Training Programme

<b>Ser No</b>	<b>Subject</b>	<b>Salient Points To Be Covered</b>
(i)	Course Introduction & Orientation	Role of security, threats and general measures to counter threats. Rank structure in armed forces.
(ii)	Uniform	Wearing of uniform, its importance, maintenance including daily wash.
(iii)	Closing up on duty	Preparing for duty, reporting, taking over duty including understanding site instructions, points for attention & documentation.
(iv)	Dealing with people	Fundamentals of dealing with people, types of employees and visitors, their peculiarities, dealing with officers, sailors & families, handling complaints.
(v)	Gate Duties	Access Control, electronic control systems, identification of personnel & authorization, types of passes etc.
(vi)	Telephone procedure	Receiving and relaying messages, maintenance of records and effective communication.
(vii)	Code of Conduct	Honesty, dependability, reliability, politeness and firmness.
(viii)	Patrolling	Purpose, types of patrolling, preparation for patrolling, procedure, handling of incidents of emergent nature, reporting incident.
(ix)	Search Procedure	Principles of search, search of personnel, baggage, vehicles and premises, maintenance of records, use of hand held metal detector.
(x)	Emergency Procedure	Definition, importance of quick response, types of emergencies, action in case of fire, bomb, accident, mob control, unrest.
(xi)	Alertness	How to remain alert-Principles, surveillance, improving general awareness, Dos and Don'ts on an assignment.

### Pre-Requisite

(a) **Police Verification** Character and antecedents of all the guards should be verified through civil police prior to the employment. A certificate to this effect should be submitted at the time of employment.

(b) **Uniforms** Guards should be always smartly turned out in proper terry cotton uniform as approved by this office with cap, belt, boot and they should be equipped with torches, whistle, batons, rain gears etc, all to be provided by the Security Agency.



(c) **Overtime** They are not to be deployed on overtime, since such practice would affect their efficiency.

(d) The guards should be capable of handling various other security related requirements as indicated by the Security Officer/ Master-at- Arms of the unit.

(e) **Additional duties** Guards will not be permitted to undertake additional duties either with the same Agency or at some other place during their off working hours as such a practice will effect their efficiency.

(f) Guards from nearby slums or residing in Naval Area will not be permitted to be employed except with express permission of Officer-in-Charge, TS Mahul.

#### 4. **Miscellaneous Conditions**

(a) Any loss or damage to the property due to negligence of the guard will have to be made good by the Security Agency.

(b) No payment will be made for vacant post. Guard would found to be slack or negligent on duty would be fined Rs. 100/- for each such act of negligence/slackness.

(c) The tender is likely to be rejected if at any time it is ascertained that the Agency is not technically or financially viable to undertake the work.

(d) The private Security Agency should be registered and proof to that effect to be enclosed along with the technical bid.

5. **Delivery Period** –Delivery Period for providing of service would be **15** days from the effective date of Work Order. Please note that Contract can be cancelled unilaterally by the Buyer in case services are not provided within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

6. The contract agency will have to adhere to minimum wages Act and any other statutory regulation as far as payment to the individual employed by the firm under the contract in concerned. Further it will be the responsibility of the contracted firm to:-

(a) Contractor shall comply with all statutory labour laws such as Employees Compensation Act, Contract labour (Regulation) Act Industrial Dispute Act etc.

(b) Contractor is to be registered with central excise department for payment of services tax and the copy of registration will be submitted along with technical bids.

7. Expenses on providing of security accessories to the security personnel, cost of pertaining to police verification, cost of pass issued by the unit etc is to be borne by the contractor.



## PART III – STANDARD CONDITIONS OF TE

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the work concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law**: The Contract shall be considered and made in accordance with the laws of the Republic of India. The work shall be governed by and interpreted in accordance with the laws of the Republic of India also should follow the guidelines of Minimum wages act.

2. **Effective Date of the Contract**: The Contract shall come into effect on the date of signatures of both the parties on the agreement (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration**: All disputes or differences arising out of or in connection with the work shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration.

4. **Penalty for use of Undue influence**: The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission**: The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has



engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate.

6. **Access to Books of Accounts**: In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents**: Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages**: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

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

- (a) The contract is not executed within 15 days and the delayed for causes not attributable to Force Majeure.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of manpower is delayed due to causes of Force Majeure by more than 15 days provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

10. **Notices**: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting**: The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights**: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account



of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Jurisdiction**: This agreement is subjected to jurisdiction of Mumbai only.

14. **Third Party Clause** : If in the opinion of the Employer, the Contractor is not able to complete specific tasks during a period, the work may be off-loaded to a third party and amount deducted from the Contractor's bill.

15. **Security Regulations** : The contractor shall abide by all the security regulations of the site promulgated by the Employer from time to time. All his personnel would be issued TS Mahul Security Passes, which must be displayed properly by them on their person at all time whilst on duty, and return them after the tenure of duty.

16. **Penalty Clause** : Fine for various offences/negligence would be imposed by the employer as mentioned below:

- |     |  |   |  |
|-----|--|---|--|
| (a) | Absence  | - | Twice the amount of daily wage quoted.   |
| (b) | Sleeping on duty/negligent in carrying out duty  | - | Twice the amount of daily wage quoted.   |
| (c) | Poorly dressed / not carrying required equipment   | - | Amount equivalent to daily wage quoted.  |
| (d) | Reporting late for duty and repeating  | - | Amount equivalent to shifts for Duty daily wage quoted.                                      |
| (e) | Any other breach of contract agreement - such as employment of guards without prior approval of employer       | - | Thrice the daily wage quoted for occurrence per person                                       |
| (f) | Non returning of the passes issued by - the employer to the guards/supervisors on termination of their service | - | Rupees Five Hundred per pass   |
| (g) | Overall unsatisfactory performance   | - | Minimum 1% of the contracted amount for which bill is preferred, subject to a maximum of 10% |

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



## 18. Taxes and Duties

### (i) GST AS APPLICABLE.

#### PART IV – SPECIAL CONDITIONS OF TE

The Bidder is required to give confirmation of their acceptance of Special Conditions of the TE mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Bank Guarantee:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a **sum equal to 10% of the contract** value within 30 days of signing of this Supply Order. Performance Bank Guarantee will be valid up to 60 days beyond the date of warranty. This PBG is to be made in favor of **“PCDA (N), No.1 Cooperage Road, Mumbai”**. The PBG will be returned back by PCDA(N), Mumbai to the contractor after the successful completion of the contract. After the successful of the contract the contractor is to submit a duly signed **NO DEMAND CERTIFICATE** (format available with the customer) to the customer (TS Mahul) for releasing of PBG from PCDA (N), Mumbai. The specimen of PBG is given in form DPM-15 (Available in MoD website and can be provided on request).

2. **Tolerance Clause** – To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to Nil% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

3. **Payment Terms for Indigenous Sellers** - It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:

(a). **Monthly payments** on submission of Service Tax certificate, Original Invoice in duplicate with office seal & revenue stamp and also required User clearance certificate/work completion certificate in respect of AMC contracts.

4. **Advance Payments:** No advance payment(s) will be made.

5. **Paying Authority:** Payment will be on quarterly basis and e-payment shall be made by PCDA(N), Mumbai after satisfactory servicing and submission of all relevant documents and bills. No advance payment will be made. **Bank account No., Banker's name, Bank code, MICR Code and Bank address may be indicated to facilitate payment through e-banking.**



## 6. Risk & Expense clause –

a). Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

b). Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

i). Such default.

ii). In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 10% of the value of the contract."

## 7. Terms and Conditions:-

a). The Security Agency shall obtain licence, if required under the Central Labour (R&A) Act 1970 and Rules framed there under before commencement of the services and continue to hold it till completion of the period specified in the agreement.

b). The Security Agency shall maintain the following registers, if required, as per the Contract Labour (R&A) Act 1970:-

(i) Register of Workman as per Form XIII of rule 75.

(ii) Employment Card as per Form XIV of rule 76.

(iii) Muster Roll Register as per Form XVI of rule 78.

(iv) Register of wages as per Form XVII of rule 78.

(v) Any other Register/Record required by Labour Commissioner from time to time.

(vi) Notice showing rates of wages, hour of work etc. shall be submitted to Labour Enforcement officer and a copy of the same displayed on the



notice board to be provided by the Security Agency at a prominent place in the unit.

(vii) Any other requirement as required by the law.

c). The Security Agency shall comply with the payment of Wages Act 1936. Minimum wages Act, 1923, Industrial Dispute Act 1979 and the Contract Labour (R&A) Act 1970 and PPF as per government norms or the modification thereon or/any other laws relating thereto and the rules made there under from time to time.

d). The Security Agency will employ guards on all the days including Gazetted holiday. No security guard shall be less than 20 Years and not more than 45 years of age. They should be well built, having adequate experience/training for the security duties. The minimum education qualification for guards class X.

e). The Security Agency shall ensure security of all government property inside the given area. Govt. property includes building completed/under construction, materials, machinery, vehicles, electric water fittings equipments furniture, all lying/fixed at site of work, fencing/compound or boundary wall around the area, other structures, trees and shrubs. The Security Agency shall also prevent encroachment of Govt. land. Any loss incurred by the department due to any lapse on the part of the Security Agency will be born by the Security Agency. In case of any dispute in this regard i.e. whether any loss incurred by the department due to the lapse of Security Agency or not, the decision of the Officer-in-Charge, TS Mahul shall be final, conclusive and binding on both the parties.

f). The Security Agency shall stand guarantee against theft and pilferage at the site covered for the security duties and shall also provide assistance to the security department in all matters concerning security and liaison with police and civil administration in case of theft, fire, pilferage etc.

g). The Security Agency will ensure that the guards are only Indian National and are selected after due verification of antecedents police authorities of the concerned locality. These personnel will be treated as Security Agency's Employees, for all purposes and this unit/Navy shall have no liability whatsoever in this regard.

h) Verification of character and antecedents of the security personnel should be completed within a month time of appointment, and details submitted to this unit.

j). The Security Agency's personnel shall be provided with uniforms by the Security Agency. Identity Cards for these will be issued by the Security Agency and countersigned by the Security Officer of the unit. These identity cards shall surrendered when they are no longer required or on completion of the period of contract.

k) Application for identity cards shall be submitted immediately on appointment. In case any guard is proceeding on long leave/suspended/dismissed from service or leaves the job, identity cards of such guards must be withdrawn and deposited with the Security officer of this unit by Security Agency.



- l) The Security Agency, amongst other requirements, shall ensure the following:-
- (i) Intimation is given of any trespassing, loss, theft, fire or any other abnormal incident to the Regulating Office.
  - (ii) To carry out all instruction given by the Officer-in-Charge.
  - (iii) That no security guard is in intoxicated condition whilst on duty. They will have no facility/amenities that are extended to the employees of the establishment, however the Security Agency make their own arrangement for the same at their own cost.
  - (iv) That all guards are well equipped with operational torches, batons, whistles, raincoats etc, while on duty. Adequate number of torches, batons, whistles, water bottles etc for this purpose should be provided by Security Agency.
  - (m) Guards shall be well conversant with local language and Hindi/English language and also with the security duties and should be in position to understand and carry out security duties.
  - (n) Guards should be available at specified places during their shift.
  - (p) Frequent changes/transfer of guard should be discouraged and if considered necessary it should be done only after consultation and concurrence of the unit.
  - (q) All the important happenings/event connected with security should be immediately reported to the Security Officer of the unit.
  - (r) The Security Agency will not allow or permit their employees to participate in any trade union activities or agitation in the premises of the Navy.
  - (s) The Security Agency shall attend to all the complaints/suggestions/instructions given and comply with them as early as possible.
  - (t) All guards and their bag and baggage connected with the Security shall be liable for physical check both at the time of entry and exit out of the area.
  - (u) Any theft or damage caused by the Security Agency shall be borne by the Security Agency.
  - (v) The unit concerned/Indian Navy will not be responsible for any injury or loss of life of any personnel of the Security Agency's that may take place while on duty. Any compensation or expenditure towards treatment for such injury or loss of life shall be sole responsibility of the Security Agency. The contractor shall indemnify the Navy from any injury/death etc., if any, being caused to employee of the contractor in the course of his duties. The employee/contractor shall have no right to file any claim against the Indian Navy and the Navy shall have no liability to pay compensation in this respect, under any of the statutes.



(w) The guards shall function on working schedule of 3 shifts a day, 8 hours each shift and 7 days a week. The agency is to ensure that no guard is detailed for more than one shift a day. Reserve shall be catered for and utilized to provide services on all the 7 day of the week, in addition to fill in long leave and other casual leave, unforeseen vacancies/absentees. The guards are to be provided to perform the duties on Sunday/holidays.

(x) The Security Agency shall change the security personnel on demand within 24 hours if they commit Acts like:-

- (i) Sleeping on duty.
- (ii) Negligence performance of duty.
- (iii) Disobedience.
- (iv) Dishonesty.
- (v) Indulging in illegal activities, which may jeopardize the interests of the Govt.
- (v) Any other misconduct.

(y) The Security personnel employed shall be regularly trained by the Security Agency to handle exercise like fire fighting, first aid, snakebite etc.

(z) The representative officer from the Security Agency shall carry out surprise checks at the site during day and night in order to check the performance of the security. The reports would be rendered to the Security Officer of the unit.

(aa) The Security Agency shall maintain attendance register, which shall be checked by the Security Officer of the unit.

(ab) Monthly payment will be made on receipt of pre-receipted bills from the Security Agency through a crossed cheque. Security Agency shall, however, bear full responsibility for regular payment of wages to their personnel. The payments will be made by cheque after completion of each month's service.

(ac) If attendance of the security guards fall short of the required number, a sum calculated at the rate of Rs. 100/- per head per day for the guards shall be deducted, in addition to non-payment of wages for those many days from the monthly bills submitted by the Security Agency. In addition, if the services are found unsatisfactory and below the expected standards proportionate charges equal to their daily wages as evaluated by the security officer of the unit will also be deducted from bills submitted by the Security Agency. For this purpose, wages/pay will be divided by thirty to arrive daily wages/pay irrespective of number of days in a particular month.



(ad) Apart from the salaries and wages that are to be paid to the security, the Security Agency shall also be responsible to provide the following additional amenities to those:-

- (i) Leave as per contract Labour (R&A) Act.
  - (ii) Bonus as applicable.
  - (iii) ESI Contribution/Medical insurance Scheme.
  - (iv) Gratuity as applicable.
  - (v) Provident Fund and family pension as applicable.
  - (vi) Facility Insurance.
  - (vii) Overtime.
- } As per extant  
} Orders on subject

(ae) The Security Agency shall pay the wages to the personnel employed by them not less than the minimum wages under Contract Labour (R&A) Act.

(af) After working out the modalities and models of check, an order will be issued by the Security Agency bringing out the checks required to be carried out and a copy of the order will be placed on the Notice Board at appropriate place and sufficient copies handed over to the Security Officer of the unit for his information and use. This security order shall also indicate the shifts required to ensure 24 hrs. Continue check.

(ag) The Security Agency shall forward their bill for the preceding month, in triplicate, to TS Mahul in the first week of subsequent month for realization of payment.

(ah) No claim of any sort from guards will be entertained by the government.

(aj) On completion of the entire service, the Security Agency will apply for release of bank guarantee to TS Mahul. After ascertaining the details a "No claim certificate" will be released.

(ak) Recovery from Security Agency, whenever any claim (s) from payment of a sum of money arise against the Security Agency, the Security Agency shall on demand make the payment of the same or agree for effecting adjustments from any amount due to him. If however, the Security Agency refuses or neglects to make the payment on demand or does not agree for effecting adjustment from any amounts due to him, TS Mahul shall be entitled to withhold an amount not exceeding the amount of the claim (s) from any sum when due or which at any time thereafter may become due to the Security Agency from the Navy or from the Security Agency's security deposit amount and retain the same by way of lien till such time, payment by the Security Agency or till the claim(s) is/are settled or adjudicated upon or till the Security Agency at his expenses furnishes fixed deposit receipt(s) duly endorsed as directed by the Accepting Officer or a guarantee from a scheduled bank for an amount of the claim(s) in the form as directed by the Accepting Officer.



(al) Any dispute arising out of the agreement comes under the jurisdiction of the Mumbai area only.

(am) VALIDITY. The contract shall be valid for a period of 12 months from the date of agreement.

(an) The firm must have registration with the Commissioner of Labour of that place as body carrying out security services on contract basis. The firm should have at least five years experience on such duties after registration. A list of various establishment/factories where the services are being provided is to be enclosed. The agency should submit documentary evidence of having similar services to such establishment with a minimum strength of at least 50 guards alongwith a certificate from concerned department of rendering satisfactory service.

(ap) If you are unable to quote due to any reason, a regret letter with reason kindly be sent.



## PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.
  - b. **GST AS APPLICABLE**
  - c. Any other criteria as applicable to suit a particular case.
2. **Price Bid Format**: The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:

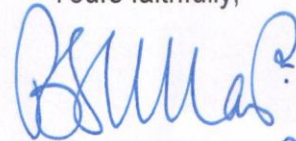
(a) Basic cost of the Private Security Services for a period of one year for two posts at TS Mahul:

S.No	Decription	Rates
01	Basic Wages (BW)	
02	Variable DA(VDA)	
03	PF of (BW+VDA)	
04	ESIC of (BW+VDA)	
05	Total wages for 01 day per guard	
06	Total wages for 365 days per guard	
07	Total wages for 365 days for 06 guard (02 post x 3 Shifts)	
08	Management Charges	
09	CGST	
10	SGST	
11	Grand Total	

**Note :-**

- (a) Quotation not complying with minimum wages Act will be rejected.
- (b) Minimum wages as prescribed by Sate Govt. or Central Govt. whichever is higher will be considered.
- (c) Vendors quoting NIL consideration will also be rejected.

Yours faithfully,



(BCS Shekhawat)  
Commander  
Officer-in-Charge

07-12-17