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GOVERNMENT OF INDIA

MINISTRY OF FINANCE

DEPARTMENT OF REVENUE

NATIONAL ACADEMY OF CUSTOMS, INDIRECT TAXES AND NARCOTICS 1st to 3rd Floors, Plot No: 3/86-E, ATC Road, Ambattur Industrial Estate, (Near AMBIT IT Park), CHENNAI-600058.

C.No.VI/04/06/2017

Date 22,12,2017

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

On behalf of the President of India, the Office of the Principal Additional Director General, 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 etenders from reputed & authorised firms, companies engaged in the business of providing "Security Services" for the purpose of providing the said services on 24 x 7 basis at the above mentioned address for the period from February 2018 to January 2019.

The Tender document containing two parts viz., (i) Technical Bid (Annexure - I) and (ii) Financial Bid (Annexure - II) together with the pre-qualification requirement and terms & conditions (Annexure III) can be downloaded from the Central Public Procurement Portal (CPPP). The Service providers should have valid E.S.I., P.F. and Goods & Service Tax registration. The rates in respect of Security Services are to be quoted on Rupees per month basis inclusive of Employer's contribution towards E.S.I. & P.F. and bonus to be paid. The quoted rates should be exclusive of GST. The Service providers would be liable for ensuring compliance with the relevant Rules and Regulations and all the Law prevailing to Contract Laborers' etc., notified by the Government of India in this regard, from time to time. The increase in wages on account of increase in Dearness allowances to be announced by the Government of India, on April & October of every year should be foreseen and taken into account by the bidders while quoting the bid amount and must be adhered to strictly.

All existing statutory regulations of both State as well as Central Government shall be adhered to, by the service provider and the wages paid to the Security personnel should strictly adhere to the Minimum Wages Act, 1948, and Contract Labour (R & A) Act, 1970 and the Bonus Act. 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 & ESI contribution/dues for his staff/employee upto the month of Nov 2017.

Tender document can also be downloaded from the web sites: www.nacen.gov.in, www.cbec.gov.in or from the Govt of India, Central Public Procurement Portal (e procurement) website.

The Service provider may inspect the aforesaid premises on any working day between 1100 Hours and 1700 Hours with the prior permission from the undersigned before uploading their E' tender / bid documents.

The e-tender / bid documents for 'Technical Bid' in the Proforma prescribed in Annexure-I and the Tender form for the 'Financial Bid' in the Proforma prescribed in Annexure-II shall be complete in all aspects and is to be uploaded online in the Govt of India,

Central Public Procurement Portal (e procurement) website as "**Technical Bid for providing Secutity Services for NACIN**, Chennai, for the period from Feb 2018 to January 2019". The e-tender/bid in **Annexure I to V** should be **uploaded/submitted online on or before** 06.00 p.m. on 06.01.2018. The e-tender technical bid will be **opened on** 08.01.2018 at 11.00 a.m.

The tenderer shall sign and stamp each page of the tender document as a token of having read and understood the terms and conditions contained therein and upload the same along with the Technical bid and necessary documents of proof as required. Prices wherever quoted should be written both in figures and words.

Service providers who do not fulfill pre-qualification requirements will not be considered. Financial bids of only those service providers will be opened, who fulfill the terms and conditions as mentioned and qualify in technical bid. This Academy reserves the right to accept or reject any or all the quotations without assigning any reason whatsoever.

(VENUGOPALAN NAIR)
ASSISTANT DIRECTOR

Encl: Copy of Tender Document

To

- 1. The Web Master, <u>www.nacen.gov.in</u>, <u>www.cbec.gov.in</u> and <u>www.centralexcisechennai.gov.in</u>
- 2. The Public Relation Officer, Chennai-I / Chennai II / Chennai-III / Chennai-IV / SERVICE TAX / Directorate of Systems / LTU / Custom House, Chennai to display in the Notice Board.
- **3.** The Superintendent of Central Excise (Systems), Nungambakkam High Road, Chennai I Commissionerate with a request to publish it on Website.

ANNEXURE-I TECHNICAL BID

TENDER FORM FOR SECURITY SERVICES FOR NACIN, CHENNAI

Particulars		
Name of the Service Provider		
Complete Address (with PIN Code)		
Telephone Numbers		
Fax Numbers		
e-mail ID		
Status of Ownership (Prop./Partnership/ Company) Please attach proof		
Name & Address of the Prop./Partners/ Directors (with Mobile Numbers)		
Date of incorporation of the Firm/Company (please attach proof)		
Contact Person(s) with Mobile Number		
No. of years of experience in providing Security service		
Name the Government Organisation / Public Sector Offices/ Large Corporate Offices, where services have been provided for three or more years.	Name of the Organisation / Office	
Details of license, if any, obtained under the Private Security Agencies (Regulation) Act, 2005 (No.29 of 2005).		
Details of license, if any, obtained under the Tamilnadu Private Security Agencies Rules, 2008.		
Details of Registration with PF & ESI Authorities (Please attach proof)	PF: ESI:	
Service Tax Registration No. (Please attach photocopy)		
	Year	S.T Amount paid (Rs. in lakhs)
Amount of Service Tax paid	2014-15:	
(Rs. in lakhs)	2015-16:	
	2016-17:	
PAN No. of the Company (Please enclose photocopies of PAN Card and evidence for filing of IT returns for the last three Financial Years viz., 2014-15, 2015-16 & 2016-17)		
	Name of the Service Provider Complete Address (with PIN Code) Telephone Numbers Fax Numbers e-mail ID Status of Ownership (Prop./Partnership/Company) Please attach proof Name & Address of the Prop./Partners/ Directors (with Mobile Numbers) Date of incorporation of the Firm/Company (please attach proof) Contact Person(s) with Mobile Number No. of years of experience in providing Security service Name the Government Organisation / Public Sector Offices/ Large Corporate Offices, where services have been provided for three or more years. Details of license, if any, obtained under the Private Security Agencies (Regulation) Act, 2005 (No.29 of 2005). Details of license, if any, obtained under the Tamilnadu Private Security Agencies Rules, 2008. Details of Registration with PF & ESI Authorities (Please attach proof) Service Tax Registration No. (Please attach photocopy) Amount of Service Tax paid (Rs. in lakhs)	Name of the Service Provider Complete Address (with PIN Code) Telephone Numbers Fax Numbers e-mail ID Status of Ownership (Prop./Partnership/ Company) Please attach proof Name & Address of the Prop./Partners/ Directors (with Mobile Numbers) Date of incorporation of the Firm/Company (please attach proof) Contact Person(s) with Mobile Number No. of years of experience in providing Security service Name the Government Organisation / Public Sector Offices/ Large Corporate Offices, where services have been provided for three or more years. Details of license, if any, obtained under the Private Security Agencies (Regulation) Act, 2005 (No.29 of 2005). Details of license, if any, obtained under the Tamilnadu Private Security Agencies Rules, 2008. Details of Registration with PF & ESI Authorities (Please attach proof) Service Tax Registration No. (Please attach photocopy) Year Amount of Service Tax paid (Rs. in lakhs) Year Amount of the Company (Please enclose photocopies of PAN Card and evidence for filing of IT returns for the last three

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)

UNDERTAKING FROM THE BIDDER

- 1) We are in compliance with the provisions of Contract Labour (R & A) Act, 1970, Minimum Wages Act, 1948, the Minimum wages rules 1950, Payment of Bonus Act, the provisions EPF & ESIC Rules.
- 2) We have a Valid Licence as per Section 12 of Contract Labourer (R & A) Act, 1970 have been obtained from Labour Department for the contract work and the necessary registrations with PF & ESIC.
- 3) We have not been in default of payment to any labour employed/provided by us to any other Principal Employer.
- 4) We have not defaulted/short-paid EPFO or ESIC contributions to our employees.

(Signature of Authorized Signatory with date)

ANNEXURE-II FINANCIAL BID

1.	Name of the Service Provider	
2.	Address (with Telephone No., Fax & E-Mail)	
3.	Name and Address of the Proprietor(s) / Partner(s) / Director(s) (With Mobile Numbers)	
4.	Rate per Security Guard per month @8 hours shift per day. (exclusive of GST)	Rs. (Rupees)
5.	Rate for providing 3 Security Guards per month @8 hours shift per Guard per day (exclusive of GST)	Rs. (Rupees)
6.	Applicable taxes (indicate the different taxes separately)	Rs. (Rupees)
7.	Total charges per month inclusive of CGST & SGST	Rs. (Rupees)

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge. I understand that in case any deviation is found in the above statement at any stage, I / we may be backlisted and will not have any dealing with the Department in future.

(Signature of Authorized Signatory with date and Seal)

Annexure – IV

DETAILS OF EARNEST MONEY

Bank Draft No.& Date :	
Name of Bank & Branch :	
Amount:	
In favor of :	
Payable at :	
Signature of the Contractor or his authorized signatory with Seal of the Agency/Company	
Date	

Annexure III

PRE - QUALIFICATION REQUIREMENT.

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 to atleast any one of the Government organizations / Public Sector offices / Large Corporate Offices. Self-Attested Copies of Agreement / Work Order from the above mentioned clients shall be provided as documentary evidence. Certificate of appreciation from any two major clients may also be enclosed.
- 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 ESI & PF Departments before 01.04.2014. Copies of the registration papers along with code numbers attached to the Agency/Company shall be provided.
- iv. The bidder should have Goods & Service tax Registration. & should have paid Service Tax amount of at least Rs.2 Lakhs in any one of the preceding three financial year viz., 2014-15, 2015-16 & 2016-2017. Documentary evidence in this regard shall be provided.
- v. The bidder should have registered with Income Tax Department and should furnish proof for filing IT Returns for the consecutive three financial years viz., 2014-15, 2015-16 & 2016-2017. Profit & Loss Account and Balance Sheets for the above mentioned three years are to be furnished.
- vi. EARNEST MONEY DEPOSIT: Earnest Money Deposit of Rs.10,000/- (Rupees Ten thousand only) per application in the form of Demand Draft / Banker's Cheque of Scheduled Bank drawn in favour of the Principal Additional Director General, NACIN, Chennai, should be handed over in NACIN office. E-Tenders uploaded without Earnest Money Deposit will be rejected. EMD will be forfeited in case the eligible bidder withdraws during the tender selection process.

Conditions to be satisfied in the financial Bid.

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

OTHER TERMS & CONDITIONS:

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

1. The agreement will be in force for a period of 14 months (Feb 2018 to March 2019).

- 2. Conditional tenders, late tenders, tenders incomplete or not meeting all the tender conditions hereinafter specified will be rejected.
- 3. This Office reserves the right to accept or reject any tender in part or full, without assigning any reasons thereof.
- 4. The agency shall have a minimum experience of three years in providing round the clock security services by deployment of security personnel. Copies of Agreement/Work Order from clients as documentary evidence shall be provided.
- 5. Performance Guarantee: The successful tenderer shall submit a **Performance Guarantee either by way of Fixed Deposit or Bank Guarantee Receipt equal to bid amount** within 10 working days from the day of obtaining the contract/lt should remain valid for a period of sixty days beyond the date of completion of all contractual obligations. No interest will be paid on this deposit.
- 6. The security agency shall provide security guards with proper supervision of jobs in 3 shifts. Security shall be provided round the clock and each shift shall be of 8 hours duration. One Security guard shall be posted in each of the three shifts.
- 7. At the end of the day and during holidays, all main doors to the Academy will be locked. The Security personnel should be in charge of the total security and Safety of the NACIN Office and its properties.
- 8. The Security Agency shall ensure that the guards posted at NACEN do not work for more than one shift in a day except under extraordinary circumstances. It shall also be ensured that there is no shortage of guards at any point of time. If any shortage of guards is noticed or if it is found that any guard is made to work more than one shift in a day without sufficient reason, corresponding amount will be deducted from that month's bill. If the Security Guards are employed on OT basis
- 9. The Security Agency shall provide extra person(s) if desired by this Office, during the period of this agreement at the rates already agreed in this contract.
- 10. The respective challans of PF, ESIC, SERVICE TAX/GST and other necessary documents should be submitted to NACIN, Chennai every month along with invoice generated for next month. Non deposit of required challan will invite with holding of respective head payment.
- 11. The security guards shall perform their duties diligently and afford protection to the entire premises of NACIN Office, Chennai that includes the open areas & the built up areas, its movable and immovable properties, maintain entry/exit registers, watch the movements of public/visitors and alert the concerned officer-in-charge in alarming situations, apart from attending to such other duties as may be assigned by officers concerned of NACIN Office, Chennai from time to time. The guards should be skilled in handling of firefighting equipment. The guards should be able to read and write English and speak in Tamil.
- 12. The security guards besides providing Security Services should be capable of controlling Traffic and monitoring Safety and Parking & Trespassing.

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- 13. The security guards shall be vigilant so that no person shall carry away any articles belonging to the 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. 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.
- 16. In case of any theft/pilferage of any property belonging to the Office of the 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.
- 17. 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.
- 18. The security agency shall provide proper uniform with required accessories such as whistle, torch lights, batons, etc to the security guards and shall ensure that their turnout is smart in all respects. Rain boots and rain coats should be provided to them during the rainy season.
- 19. The wages paid to them should strictly adhere to the Minimum Wages Rules, 1948 and Contract Labour (R & A) Act, 1970 and Payment of Bonus Act. Licence from Labour Department as per Section 12 of Contract Labour (R & A) Act, 1970 should be provided and uploaded. The agency should ensure that there is no scope for any grievance from the personnel on delayed payment of wages/unlawfull deductions. The employees engaged by the security agency shall be in the employment of the Security Agency only and not of the NACIN office.
- 20. The Security Personnel deployed by the Security Service Provider shall have no right to any employment in the Department based on the service rendered or on any other basis and it is purely a contractual responsibility through the service provider.
- 21. 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.
- 22. 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. In case of any such unnecessary damage, the cost of the articles/equipment damaged shall be deducted from the Service Provider's service charges.

- 23. Mode of payment will be monthly and the payments to the Security Service Provider will be paid through Electronic Clearing Service (ECS) only. Tax shall be deducted at source as per the Income Tax Act from the monthly bills. The Contractor is responsible for the payment of monthly salary including leave salary, bonus, gratuity, etc., to their personnel as applicable to them under law.
- 24. In case the agency withdraws or the department terminates the contract for violation of terms and conditions and / or deficiency in services during the period of contract, then the service provider shall continue to provide service till alternate arrangements are made or bear the additional expenses in hiring a new contractor on temporary arrangement till the time of appointing a regular contractor through a similar tender process. In case, the service provider refuses to bear the expenses, as stated above, then the said expenditure shall be adjusted against performance guarantee provided by the service provider.
- 25. This office reserves the right to terminate the services of the agency at any time without giving any notice whatsoever.
- 26. 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.
- 27. 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.
- 28. NACIN will not be having any legal obligation in any dispute of whatsoever nature against the service provider and the service provider should indemnify the NACIN completely in this regard.
- 29. 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 Chennai jurisdiction only. The Office of the NACIN is entitled to withhold payments due to the Agency in case of any dispute, till it is resolved.
- 30. The increase in wages on account of increase in Dearness allowances to be announced by the Government of India, on April & October of every year should be foreseen and taken into account by the bidders while quoting the bid amount and must be adhered to strictly. No excess amount will be paid over and above the bid amount.

(VENUGOPALAN NAIR) ASSISTANT DIRECTOR