

**NOTICE INVITING LIMITED TENDER FROM DGR SPONSORED CONTRACTOR
FOR SECURITY AT STC TRADE CENTRE
CHENNAI**

INDEX

S. No.	DESCRIPTION	PAGE No.
1.	Limited E-Tender Notice (NIT)	1 to 8
2.	(Annexure-I) Technical Bid / Evaluation criteria	9
3.	Financial Bid	10
4.	(Annexure-II) Bank Guarantee for Contract Performance	11 to 13



**THE STATE TRADING CORPORATION OF INDIA LIMITED
STC TRADE CENTRE, A-29, THIR-VI KA
INDUSTRIAL ESTATE
GUINDY 600032**

Telephone: 044-2250 2698, 2981 4982

Fax: 044-2250 5891/2250 1788

Tender No. STC/CHN/GAD/Security/2019/01

22.08.2019

Limited E-Tender Notice

1. Notice for Inviting Limited Tender (NIT) from DGR sponsored contractor for Security Services at STC Trade Center, Guindy, Chennai.

STC invites online bids (E-Tender) under two bid system (Technical & Financial) for Security Services for a period of **One year** only from DGR sponsored contractor. The period may be extended for another One year subsequently on the same Terms and conditions.

Bids must be uploaded online using e-Procurement portal of NIC (<https://eprocure.gov.in/eprocure/app>) in the prescribed format along with all necessary documents and information requested herein.

The bids may be uploaded online latest by 10.00 AM on 30.08.2019, and, will be opened at 11:00 AM on 30.08.2019

Financial bids of only those bidders who are declared qualified in technical evaluation will be opened after intimation through CPP Portal. STC may seek any further clarifications or documents as felt necessary at the cost of bidder only but not obliged to do so.

All details regarding the subject NIT are available on websites: stclimited.co.in and www.eprocure.gov.in/eprocure. Any change/modification/ corrigendum in connection with this NIT will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. STC shall not be liable to send any individual information or issue a public notice.

2. Electronic Submission of Bids

- Bids against this NIT shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in). No bids shall be accepted in hard copy or in any other form.
- For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- A bidder may modify, substitute or withdraw its e-bid after submission but before the last date and time of bid submission. No bids shall be modified, substituted or withdrawn by the bidder on or after the last date and time of bid submission.
- STC may ask the bidders to submit original of any / all the documents submitted as part of their bid anytime during the bid process.
- For modification of e-bids, bidder has to detach its old proposal from e-tendering portal and up load. Resubmit digitally signed modified bid.
- Bidders are advised in their own interest to submit the bids well before the bid submission date & time (as per Server system Clock of e- procurement portal). STC shall not be responsible for any delay or the difficulties encountered during the submission of bids at the eleventh hour due to any technical or other problems.
- For any queries relating to the process of online bid submission or queries relating to Procurement Portal (<https://eprocure.gov.in/eprocure/app>), the bidders may contract Portal Helpdesk on Tel. Nos 0120-4001-062, 0120- 4001 002, 0120- 4001 005, 0120- 6277 787; Email support: Technical- support-eproc(at)nic(dot)in

3. LOCATION

Security services are to be provided at the following office premises/residential apartments:

Office Premises

STC TRADE CENTRE, A-29, THIR-VI KA INDUSTRIAL ESTATE, GUINDY
600032

4. ESCALATION

No escalation in cost will be permitted after the submission of the tenders during the currency of the contract except any such increase notified by DGR.

5. DOCUMENTS VERIFICATIONS

The originals of all documents uploaded with the tender will have to be submitted for verification before the award of the contract as and when required by STC.

6. DEPLOYMENT

The present requirement of Security Guards to be deployed at "STC Trade Centre for Four security guards. Payment to the firm will be done on the basis of the actual deployment.

7. PERIOD

The period of the contract will be **ONE YEAR** from date of commencement. If, however, the performance is not found to be satisfactory during the contract period, the contract can be terminated at any time by serving

one month's notice in writing. Even otherwise minimum one month's notice is required for termination of the contract from either side. In case notice of termination given by the contractor, STC will try to make efforts to appoint a new contractor during the notice period. The contractor will be required to continue with the job till such time new arrangement is made and such notice shall be subject to the new arrangement being made by STC.

8. GENERAL TERMS

- i. The successful bidder / security agency shall issue proper appointment letters to the personnel deployed with copy thereof furnished to STC.
- ii. Security Guards/Supervisors should be as per norms of DGR, with healthy physique and within the prescribed age limit of the DGR.
- iii. Deployment of ex-servicemen for guard duties should be as per guidelines of DGR on the subject.
- iv. The successful bidder / security agency shall provide uniform and Identity cards to all security personnel at his own cost and expense and also provide welfare, health and other facilities as required under the (Contract Labour Regulation & Abolition) Act, 1970 and rules framed there under. Torches with batteries, whistle and batons (lathis) should be provided to the guards on duty, at no cost to the Corporation.
- v. The successful bidder shall provide the list of all security personnel along with their permanent and present addresses, photographs and discharge certificates. Character verification of all personnel should also be got done by successful bidder from police at his own cost before deployment, if required by STC.
- vi. The successful bidder shall abide by all laws, rules, regulations and statutory requirements, such as Minimum Wages Act, PF & ESI Acts, Shops and Establishments Act, Contract Labour (Regulation & Abolition) Act, 1970, Workmen's Compensation Act and other labour laws in force from time to time. The EPF registration number of all guards and supervisors deployed shall be submitted to STC before deployment. The security guards will be given the annual statutory form indicating their balance/deposit with EPF office by the successful bidder (External evidence).

- vii. The successful bidder shall make regular and full payment of wages to the personnel deployed at rates not less than that prescribed by DGR, on or before the 7th of following month irrespective of whether he has received payment from STC against his bills by that date or not. Payment should be made through online mode to all the security personnel and the successful bidder shall submit the necessary proof thereof. Cash disbursement to the security personnel is not permissible under any circumstances with a proof of the same to STC.
- viii. In case of any dispute about the interpretation of any provisions/clause of this tender or ensuring agreement, the decision of STC shall be final and binding on all parties.
- ix. The security guards should be reasonably educated, polite, courteous and well behaved and must have good moral character. They should be deployed by the successful bidder only after they are found medically fit for performance of their duties. Security supervisor should be well aware of his duties as a supervisor and manage the deployment of guards on time to time basis.
- x. In case of any loss, damages caused to the property of the STC/employees and business visitors due to negligence on the part of security personnel, the successful bidder shall be fully responsible and liable for making good such loss/damages as may be decided by the STC. STC's decision in this regard including amount of such loss/damages for recovery shall be final, conclusive and binding on the Contractor (successful bidder).
- xi. The successful bidder shall be responsible for safety and security of all the items/property/equipments, etc. belonging to STC Chennai, its tenants in STC Trade Centre and its employees. In case of any loss or damage the successful bidder shall have to compensate for the same.
- xii. The STC shall reserve the right to recover from successful bidder or deduct such amount from his monthly bills or security deposit in case the STC is put to any financial loss of any nature, whatsoever directly or indirectly by the action of any of the employee(s) of successful bidder. In the event of deduction from security deposit the contractor shall immediately deposit further amount to keep the amount of security deposit at the prescribed level.
- xiii. Contract Performance Guarantee (CPG)/Bank Guarantee: The successful bidder will be required to deposit interest free CPG or Bank Guarantee @10% of **one month's wage bill monthly** as per DGR norms. The Bank Guarantee will be in the prescribed format at Annexure-III. In case of CPG, it will be deducted from the successful bidder's monthly wage bill in installments.

- xiv. STC will have the right to forfeit part or whole of the amount of CPG/Bank Guarantee in case of deficiency of services such as non-compliance of statutory requirements, short deployment, misbehavior etc. The Bank Guarantee must be submitted by the successful bidder within 15 days of the award of the Contract.
- xv. The successful bidder shall maintain daily record of attendance of security personnel and submit the report of the same to the authorized Manager of STC on daily basis. All security personnel must sign in the attendance record personally which should be submitted along with their monthly bills failing which the bills shall not be processed for payment. The successful bidder shall comply with all instructions given by the authorized Managers of the STC from time to time. The STC shall conduct surprise checks of the security personnel deployed at any time, and the successful bidder shall facilitate this check.
- xvi. The successful bidder shall attend to all complaints of the authorized Manager(s) of the STC and take appropriate action within three days. He will also be required to take disciplinary action or legal/criminal actions against any security personnel for any type of misconduct or lapses as and when informed/directed by STC.
- xvii. The deployment or change of security personnel in the premises will be made only after getting clearance from the authorized Manager(s) of STC.
- xviii. In case any security personnel is not found suitable for the work, the successful bidder shall remove the Guard as per instructions of the authorized Manager(s) of STC. In case the bidder fails to transfer/remove the unfit security personnel from the premises, action will be taken against the successful bidder as deem fit by the STC, the same shall also be considered as breach of contract and thereupon appropriate action may be taken by STC. In such a case the presence of such security personnel after the instructions of STC in the premises of STC shall be deemed to be an unauthorized presence leading to legal/necessary actions not limited to the offence of trespassing, which may be taken by STC against such person or successful bidder at the sole discretion of STC.
- xix. The successful bidder shall ensure full discipline including but not limited to punctuality, conduct of the deployed man power during his deployment etc.
- xx. The successful bidder will ensure that no 'double duties' are allowed. A Guard will be allowed only one shift of 8 hours in a day. No double duties of guards will be permitted.

- xxi. Only the Guards on duty should remain in the Building and no unwanted or unauthorized person should remain/stay in the Building at any time. No Guard will be allowed to cook food, washing or bringing any alien object/s into the premises of STC while on duty or off duty.
- xxii. GST payable under this tender shall be reimbursed to the successful bidder on furnishing a copy of the challan(s) to STC evidencing deposit with the concerned statutory authorities.
- xxiii. The successful bidder shall submit copies of challans of payment made to authorities for payment of PF, ESI and GST contributions every month to STC along with disbursement invoice.

- xxiv. On award of the contract, STC shall issue Form V as per Contract Labour (Regulation & Abolition) Act, 1970 to the successful bidder, who in turn shall obtain a licence from the Labour Commissioner in respect of personnel deployed for STC within one month from the date of issue of Form V, failing which the contract shall be terminated by STC.

- xxv. Applicable law and jurisdiction: The work of contractor/Successful bidder shall be governed by the laws and procedures of Government of India, within the framework of applicable legislation and enactment made from time to time. All the legal disputes between STC and the Contractor/successful bidder shall be subject to the exclusive jurisdiction of the courts/tribunals/forums situated in Chennai.

- xxvi) In case of miss happening /accident with any of the employee of the successful bidder during or in course of their duty, the bidder would be solely responsible for any compensation/claims or remedies.

- xxvii) STC will enter into an Agreement with the Successful Bidder incorporating all the Terms and Conditions duly notarised for availing Security service and Successful Bidder will provide an undertaking to STC that in case of contract being awarded, that an office will be opened within Chennai. The Successful Bidder shall bear the cost of Non-Judicial stamp paper and notarization charges for the above purpose.

- xxviii) Termination of Contract: The Contract can be terminated with a notice period of one month in case of any negligence or violation of tender terms on the part of the contractor/successful bidder or;
The contract shall stands terminated by STC after expiry of one month's notice period in cases other than mentioned hereinabove without assigning any reason there to.

- xxix) No Sub-contracting by the Contractor shall be accepted. Any subcontracting shall be treated as breach of the terms and conditions of this tender and the security deposit, if any shall be forfeited.

- xxx) The successful bidder shall abide with all statutory compliances as required under the Private Security regulation Act 2005 and shall also produce a copy of PSARA licence before commencement of services.
- xxxi) Bidder will have submit a self declaring certificate in regard to Non blacklisting of his business from PSU/Govt./ State Govt. during last three years before award of the work.
- xxxii) STC reserves the right to accept or reject any or all bids without assigning any reason thereof. STC's decision in this regard shall be final.

9. Indemnity

1. The successful bidder / security agency will indemnify STC of all legal/other obligations of its professionals/employees deployed for STC work.
2. STC also stand absolved of any liability on account of fraud or breach of trust caused by the Contractor's employees deployed for the performance of work and also for any damages or compensation due to any dispute between the Contractor and its employees.
3. STC shall also be indemnified from any act or any factual concealment causing thereby damages or any legal proceedings against STC by any third party or Contractor's deployed employees.
4. The contractor also undertakes to keep STC harmless and indemnified from any loss or costs expenses resultant from any decree obtained against the firm having tendency to be enforced against the STC. Also the STC shall be indemnified from any consequential act taken by STC in order to protect its interest or in order to defend any suit or legal action for itself or for and on behalf of contractor, to the extent of cost/legal expenses/interest incurred imposed upon STC.
5. For any clarifications, bidders may contact the undersigned via email.

S.Nagappan
Dy. General Manager
STC India Limited
E Mail: gad.chn@stclimited.co.in

Tender Bid / Evaluation Criteria :-

The bidder must upload the following self attested documents as a Requirement of tender evaluation process

A. The details of required registrations with the authorities are as under:

1. EPF Registration No. _____
(Self attested photocopy to be uploaded)
2. ESI Registration No. _____
(Self attested photocopy to be uploaded)
3. GST Registration No. _____
(Self attested photocopy to be uploaded)
4. PAN No. _____
(Self attested photocopy to be uploaded)
5. PSARA License _____
(Self attested photocopy to be uploaded)
6. Sponsorship letter issued by the DGR (Self attested photocopy to be uploaded)/and the Original DGR sponsorship should be produced to STC for verification before awarding the contract.
7. Empanelment Certificate (Self attested photocopy to be uploaded)
8. Signed and stamped tender document on each page as a token of unconditional acceptance

B. Banker's Details

Bank Account No. _____

Type of Account. _____

Name & Add.of the Bank _____

IFSC Code No. _____

Signature of authorized person _____

Name _____

Designation _____

Place: _____

Date: _____

Financial Bid(to be submitted in BOQ format only)

1. BOQ (Financial bid) uploaded by STC to be used only for submission of price.
2. This BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the bidder name and quoted price per annum without GST only.
3. At the time of uploading of BOQ by bidder, the file name for uploading the BOQ (Financial bid) should remain the same as it was downloaded from the CPP portal.
4. GST, as applicable from time to time, shall be paid extra.
5. Bidder/contractor has to quote the final rates only, all including discount/rebate etc. Any separate discount/rebate quoted shall not be considered.
6. Selection will be made solely on the basis of service charges quoted and in case of same charges being quoted by all agencies then selection shall be made on the basis of instructions of DGR as per seniority of the DGR sponsored contractor.
7. Any change in Charges will be done as per notices issued, from time to time by Directorate General of Resettlement/Department of Ex- servicemen Welfare.
8. The offer of the Bidder shall be valid for 21 days from the date of Bid Opening.
9. Leaving an unfilled entry in the price bid against any term shall mean as zero cost and the BID shall be evaluated accordingly.
10. Putting financial bid along with technical bid will lead to rejection of the bid summarily.

Note:

1. The Service Charges (Nett to STC) to be quoted, should not be less than as prescribed by DGR (which is 14%). The Service Charge to be quoted in the BOQ format given along with the tender documents and the bidders are not allowed to attach any scanned PDF format.
2. As per BOQ percentage format, the bidder shouldn't exercise "less (-)" option given in the "E16" Cell as the minimum Service Charge level is fixed @ 14%. The bidder can exercise "Excess (+)" option to quote more than the minimum level and if the bidder want to maintain the minimum level then "0" to be inserted in the cell "F16". No alteration shall be allowed in the BOQ format.
3. While evaluation of bids received, the bidder who quoted Lowest Service charges percentage quoted shall be declared as "successful" bidder i.e L1
4. Wherever "**INR/ Rs**" mentioned/appearing in the BOQ format should be treated as percentage only.

Proforma for Bank Guarantee for Contract Performance (To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No _____

Date: _____

STC Trade Centre, A-29,
Thiru -Vi-Ka Industrial Estate,
Guindy-Chennai 600 032
INDIA.

Dear Sir,

In consideration of STC of India Limited (hereinafter referred to as the "STC" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/ s a company/firm/proprietorship within the meaning of the Companies Act, 1956 and having its Head Office at (Complete address) (hereinafter referred to as the 'Contractor awarded the contract' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors & assigns) a Contract of service/work by entering into an awarded contract with 'contractor' awarded the contract" under Ref No hereinafter referred to as "the said agreement"/awarded contract. datedhereinafter referred to as " the said agreement" and the same having been unequivocally accepted by the ' Contractor awarded the contract' and consequently upon the terms of the NIT dated no..... agreed to provide a Performance Guarantee for the performance of the contract for which he has approached us to provide the bank guarantee to STC

AND as whereby we, (Name & Address of Bank) having our Head Office at (Complete address), (hereinafter referred to as the 'Bank' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors & assigns), do hereby unconditionally and irrevocably guarantee and undertake to pay to the STC Rs. _____, on first demand any and all amounts payable by the contractor awarded the contract" to the extent of Rs. _____ as aforesaid at any time without any demur, reservation, contest, recourse, or protest and/or without any reference to the 'contractor awarded the contract' . Any such demand made by the STC on the Bank shall be conclusive and binding notwithstanding any dispute and difference between the STC and 'contractor awarded the contract" or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke

this guarantee during its currency without previous consent of the STC and further agrees that this guarantee herein contained shall continue to be enforceable within its validity. The STC shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of Contract by the contractor. The STC shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any of the powers vested in them or of any right which they might have against the contractor awarded the contract , and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the contract between the STC and the contractor or any other course of remedy or security available to the STC.

The Bank shall not be released of its obligations under these presents by any action taken by the STC of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the STC or any other indulgence shown by the STC or by any other manner or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The guarantee herein contained shall not be affected by any change in the constitution of the said SP/STC/Bank. This Guarantee will be governed by Indian Laws and will be subject to the jurisdiction of court/tribunal/forums situated in Chennai.

The Bank also agrees that the STC at its option shall be entitled to enforce this guarantee against the bank as a principal debtor, in the first instance without proceeding against the SP and notwithstanding any security or other guarantee that the STC may have in relation to the SP's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to and it shall remain in force up to and including dated thisday ofat

It is further hereby declared that the above official of the bank has the authority under the terms of the guidelines of the bank to sign this bank guarantee.

SIGNATURE

NAME

OFFICIAL ADDRESS

.....

DESIGNATION.....

WITNESS (1):

SIGNATURE

NAME.....

OFFICIAL ADDRESS

.....

DESIGNATION.....

.....