



THE STATE TRADING CORPORATION OF INDIA LIMITED (STC)

Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110001

No. STC/CO/GAD/SEC/01113/2023

Date: 16.05.2023

Limited E-Tender Notice

1. Notice Inviting Limited Tender (NIT) for Security Services from DGR sponsored security agencies nominated by DGR for STC Office Premises & other locations in New Delhi.

STC invites online bids (E-Tender) under two bid system (Technical & Financial) for Security Services for a period of 02 (two) years only from DGR sponsored security agencies.

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

The bids may be uploaded online latest by 12.00 Hrs(IST) on 22.05.2023 and will be opened at 12:30 HRS (IST) on 22.05.2023

Financial bids for only those bidders will be opened who are declared qualified in technical evaluation. The date and time for opening of financial bids shall be separately notified on NIC's e-Procurement Portal (eprocure.gov.in). 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: www.stclimited.co.in and '<https://eprocure.gov.in/eprocure/app>'. 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. Instructions for filling the e-bid

- a) Bids are invited via limited e-bid process for engagement of DGR sponsored Security Agency for STC Delhi.
- b) Bids have to be uploaded online only via <https://eprocure.gov.in/eprocure/app> (the e-procurement portal of NIC). No bids shall be accepted in hard copy or any other form.
- c) For submission of e-bids, bidders are required to get themselves registered with NIC's Central Public Procurement (CPP) portal (<https://eprocure.gov.in/eprocure/app>) using Class-III digital signature certificate. All the details mentioned during registration/enrolment process should be correct and true. Bidders have to abide by all the terms and conditions mentioned during registration process.

- d) Bidders are advised in their own interest to upload the online bids well before the bid document submission Closing date and time (as per server system clock of CPP). STC shall not be responsible for any delay or the difficulties encountered by the bidder during submission of bids at the eleventh hour on account of any technical or other issues.
- e) For any queries relating to the process of online bid submission or queries relating to Procurement Portal (<https://eprocure.gov.in>), the bidders may contact CPP Portal Helpdesk on Tel No's 0120-4001-002, 4001-005, 6277-787 and email ID support-eproc@nic.in.
- f) Bidders may regularly visit CPPP website (<https://eprocure.gov.in/eprocure/app>) or STC website for any information/clarification/addendum/corrigendum etc. related to this bid, processing of bids received, award of job, pre bid meet decisions etc. STC shall not be liable to send any information individually or publish a public notice for any further information regarding this bid in newspapers.
- g) Portal for online submission is <https://eprocure.gov.in/eprocure/app>
- h) STC may ask the bidders to submit any or all the documents in original or any additional information as part of their online bid anytime during the bid process.
- i) Bidder has to satisfy STC for ensuring sufficiency of documents necessary for Tender evaluation at his cost, if so desired by STC.
- j) The bid document available on e-procurement portal shall be taken as final. STC reserves its right to ask for more document as "Clarification/supporting" only for verification of the uploaded documents. Decision of STC will be final and binding in this regard.

3. **LOCATION**

Security services are to be provided at the following location only to protect STC's assets:

S.No.	Deployment	Supervisor	Guards	Total
1.	Jawahar Vyapar Bhawan (Corporate office of STC), Tolstoy Marg, Connaught Place, New Delhi-110 001.	05 <i>(03 for Gen. security duties & 02 for Reception/ Desk)</i>	24	29
2.	STC Housing Colony, Mehrauli Road, New Delhi-17.	00	03	03
	Total	05	27	32

The location of deployment and Number/type of Security personnel may vary depending upon the requirement during the contract period as per the direction from STC.

4. **ESCALATION**

No escalation in cost will be permitted after the submission of the bid 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 various sites of STC and its assets are 32 including 5 Supervisors. The location of deployment and number/type of Security personnel may vary depending upon the requirement during the contract period as per the direction from STC. Payment to the firm will be made on the basis of the actual deployment/attendance.

7. **PERIOD**

The period of the contract will be two years from date of commencement of contract. 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 notice. DGR will be intimated regarding such poor performance, if any, during the contract period. Further, STC reserves the right to terminate the contract any time by serving one month notice and accordingly DGR will be informed.

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 thereunder. Torches with batteries, whistle and batons (lathis) should be provided to the guards on duty, at no cost to the STC.
- (v) The successful bidder shall provide the list of all security personnel alongwith their permanent and present addresses, photographs and discharge certificates. Character verification of all personnel should also be got done by him from police at his own cost before deployment, if required by STC.
- (vi) The successful bidder shall make regular, timely and full payment of wages to their employees irrespective of the release of payment from STC.
- (vii) 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). The successful bidder shall ensure that the payment is made to the security 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.

- (viii) In case of any dispute about the interpretation of any clause, 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 security agency 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 contractor 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/equipment, etc. belonging to STC, its tenants in JVB and its employees. In case of any loss or damage, the successful bidder shall have to compensate for the same.
- (xii) The Corporation shall reserve the right to recover from successful bidder or deduct such amount from his monthly bills and 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 contractor employee(s). 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 instalments.
- (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, misbehaviour etc. The BG 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 Corporation 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 or as directed by STC. He will also be required to take disciplinary action and legal/criminal actions against any security personnel for any type of misconduct or lapses.
- (xvii) The deployment or change of security personnel in the premises will be made only after getting clearance from the authorised Manager(s) of STC.
- (xviii) In case any Guard 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 Contractor as deem fit by the STC, the same shall also be considered as breach of contract and thereupon appropriate action as deemed fit by STC may be initiated.
- (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 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 contractor 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. The contractor will be liable to make all the compliance with DGR regularly.
- (xxv) Applicable law and jurisdiction: The work of contractor will be governed by the laws and procedures established by the 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 shall be governed by the courts/tribunals/forums situated in Delhi shall have the exclusive jurisdiction, to entertain such disputes.
- (xxvi) In case of mishappening/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) The bidder will give copy of notarized agreement and an undertaking to STC that in case of contract being awarded, that an office will be opened within New Delhi.
- (xxviii) The contract shall stand terminated with a notice period of one month in case of any negligence or violation of tender terms on the part of the bidder.
- (xxix) No Sub-contracting by the Contractor shall be accepted. Any subcontracting shall be treated as breach of the terms and conditions of this agreement 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 and shall also produce a copy of PSARA licence before commencement of services.
- (xxxi) Bidder will have to 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.
- (xxxiii) The persons deployed by the contractor will not claim for sort of employment in STC viz-a-viz regular/contractual/probation etc. They will not be linked directly to STC in any manner for this purpose.
- (xxxiv) Any other services from the contractor may be availed from the contractor on mutual consent basis during the contract period.

9. **Indemnity**

- (i) The successful bidder/security agency will indemnify STC of all legal/other obligations of its professionals/employees deployed for STC work.
- (ii) 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.
- (iii) 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.
- (iv) The contractor also undertakes to keep STC harmless and indemnified from any loss or costs 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 imposed upon.
- (v) For any clarifications, bidders may contact the undersigned via email.

Dr. Jagdish Prasad
Chief Manager/HoD(Security)
The STC India Limited
Landline : 011-23462100
Mobile : 9991135625
E-mail: cs0@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)
 - 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 & Address of
the Bank _____ IFSC Code No.

Signature of authorized person _____

Name: _____

Place : _____

Designation: _____

Date: _____

Financial Bid

Instruction for Electronic Submission of Financial/ Price Bid/ BOQ:

1. Procedure for filling of Financial Bid Online :
 - a. BOQ (Financial/ Price Bid) uploaded by STC to be used only for submission of price.
 - b. The 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 'rate of service charges in percentage' only.
 - c. At the time of uploading of BOQ, the file name for uploading the BOQ (Financial/ Price Bid) should remain the same as it was downloaded from the CPP Portal.
2. No other format of price submission shall be accepted.
3. The offer shall be valid for 60 days from the date of bid opening.
4. Leaving an unfilled entry in the price bid against any term shall mean as Zero cost and bid shall be evaluated accordingly.
5. All requisite documents have to be provided by the contractor before the execution of the agreement.

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

Ref: Bank Guarantee No _____

Date: _____

The STC of India Ltd.,
Jawahar Vyapar Bhawan,
Tolstoy Marg,
New Delhi-110001, 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 'Security agency 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 Agreement with 'Security agency awarded the contract' under Ref No. dated and the same having been unequivocally accepted by the 'Security agency 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 'Security agency 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 'Security agency 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 'Security agency 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 SERVICE PROVIDER. 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 Security agency 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 SERVICE PROVIDER 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 Service Provider(SP)/STC/Bank. This Guarantee will be governed by Indian Laws and will be subject to the jurisdiction of court/tribunal/forums situated in Delhi.

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

