

प्रधान महालेखाकार (लेखापरीक्षा I) का कार्यालय, केरल, तिरुवनंतपुरम OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (AUDIT I) KERALA, THIRUVANANTHAPURAM-695 001



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#### NOTICE INVITING TENDER (BID NO GEM/2022/B/2238970 dated 06.06.2022)

#### TENDER NOTICE (THROUGH GEM PORTAL) FOR ENGAGEMENT OF MANPOWER AGENCY FOR OUTSOURCING SECURITY PERSONNEL TO **OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (AUDIT - I) KERALA, THIRUVANANTHAPURAM**

E-tender (through GeM Portal) under two-bid system from eligible Manpower Service providers for providing Security Personnel to **OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL** (**AUDIT - I**) **Kerala, Thiruvananthapuram-01** for an initial period of one year from 01.07.2022 to 30.06.2023 (extendable for further period of one year) with mutual consent of both parties is invited. Requirement/eligibility criteria Terms and Conditions of the contract have been clarified in the additional documents. Tender document (including additional documents) is available online at GeM Portal as well as on the website of OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (AUDIT - I) Kerala, Thiruvananthapuram i.e. <u>https://cag.gov.in/ag1/kerala/en/</u>. However, for any clarification, bidders may contact on <u>sajeevkumarn.ker.au@cag.gov.in</u>. Bidders are advised to read tender document (uploaded on website and on GeM portal) and check their eligibility before participating in the bid.

## TENDER SCHEDULE

Name of the Work	E-Tender (GeM) for Providing Security personnel on outsourced basis at the Office of the Principal Accountant General (Audit-I), Kerala, Thiruvananthapuram
Estimated Cost for one year contract	Refer GEM Bid Document (BID NO GEM/2022/B/2238970 dated 06.06.2022)
Last Date & submission of E-Tender	As per Bid specification uploaded on GeM portal.
Date & Time of opening of online Tender	As per Bid specification uploaded on GeM portal.
Earnest Money Deposit (EMD) in required form to be sent by Post / Delivered in hand on or before the last date of submission of E Tender (Technical)	5 % of the contract value
Performance Security Deposit / Security Deposit (PSD / SD) to be deposited by successful bidder	5 % of the Contract Value

## **INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BIDS**

- The e-tenders are being invited for Security Manpower Service through GeM. All the instructions of GeM bidding is applicable. Tender must be submitted through GeM only. The bid received in physical mode shall not be considered at all. Detailed information regarding the items, application / tender forms, EMD details, specifications, terms and conditions can be downloaded from the following <u>https://cag.gov.in/ag1/kerala/en/</u> or gem.gov.in
- 2. The interested bidders shall submit their tender(s) both Technical bid and financial bid through online mode in www.gem.gov.in. The bidders shall upload all the documents as per Eligibility criteria for Bidders.
- 3. Any corrigendum to this tender will be notified through the aforesaid websites only. The undersigned reserves the right to accept or reject any or all the bids without assigning any reason at any stage.
- 4. The Bidder is expected to examine all instructions, eligibility criteria, forms, terms and conditions in the tender document. Failure to furnish complete information as required with reference to the tender document shall result in rejection of the bid.
- 5. Security Manpower Service (Outsourced Security Personnel)- Number of persons and place of work

Location	No. of persons
O/o the Principal Accountant General (Audit I) Kerala, Thiruvananthapuram and its branch offices at Kottayam, Kochi, Thrissur & Kozhikkodu.	Total – 23 (Thiruvananthapuram – 11 Kottayam – 03 Kochi – 03 Thrissur – 03 Kozhikkodu – 03)

- Bidders have to submit EMD @ 5% on the contract value drawn in favour of PAO/IAD, O/o the Principal accountant General (A&E) Kerala, Thiruvanantyhapuram (DD, Banker's cheque, Bank Guarantee) and a valid EMD declaration (Annexure-V) in the Technical bid.
- 7. Bids received without EMD declaration will not be considered and summarily rejected.
- 8. Any attempt to negotiate directly or indirectly on the part of the Bidder with authority competent to finally accept the Tender or influence the acceptance of the tender by any means will result his tender excluded from consideration.
- 9. Conditional tender, illegible and ambiguous tender, partially filled tender, incomplete tender and tender without enclosing required documents will be summarily rejected.
- 10. This office reserves the right to accept or reject any bid without assigning any reason at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for this Office's action.
- 11. The bidder, at the bidder's own responsibility and risk, may visit at their own cost and examine the site of required services and its surroundings and obtain all necessary information for preparing the bid and entering into a contract for the services.
- 12. Clarification regarding any ambiguity in eligibility criteria may be sought through email at <u>sajeevkumarn.ker.au@cag.gov.in</u>
- 13. It requires that this office as well as bidder observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, this office will reject a proposal for award, if it determines that the bidder recommended for

award has engaged in corrupt or fraudulent practices in competing for the contract in question. It will declare a firm ineligible either indefinitely or for a stated period of time for award of the contract if, at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

14. Tenderers are requested that, before quoting their rates or filling tender, the tender form may please be read out thoroughly ( line by line), otherwise the Competent Authority of this office will not be held responsible for any error/oversight of his own.Manpower Service Agencies intending to participate in the rate contract should first ensure that they fulfill all the eligibility criteria as prescribed under the terms and conditions mentioned herein before, otherwise the tender will be summarily rejected. Tenderer should quote only for the rate Percentage (%) of administrative charges/ service charges in the Financial Bid (Annexure - IV).

#### **General Terms and Conditions**

- 1. The personnel will report to the Designated Officer / Care taker and follow his/her instructions.
- 2. The Bidder must be registered with the statutory Central and State authority viz., ESI, EPF, Income Tax, GST Registration etc., and should have a valid Central Labour License / obtain valid Central Labour License for supply of manpower as mentioned in the tender document. All existing statutory regulations of both the State as well as the Central Governments, shall be adhered to by the contractor and all records maintained thereof shall be available for scrutiny by this Office. Any failure to comply with any of the above regulations or any deficiency in service will render this contract liable for immediate termination without any prior notice.
- 3. The annual turnover of the bidder must be above 10 crores per year for the last three financial years. The copy of PAN/GST No. along the tax/turnover statement should be enclosed.
- 4. The contractor should pay the personnel a minimum wage at the prevailing rate fixed under the Minimum Wage Act as prescribed by Government of Kerala for security staff. During the contract period if any statutory increase of wages/ DA, etc is to be maintained based on the circular/Notifications issued by the Office concerned of the Government of Kerala from time to time. Any breach of this condition will result in the immediate termination of the contract.
- 5. The Contractor should furnish copies of all remittance challans /receipts of statutory levies paid in respect of EPF, ESI, GST, etc of previous month along with the claim/bill of current month.
- 6. No wages / remuneration will be paid to any staff for the days of absence from duty.
- 7. The service charges/rates quoted by the agency shall be fixed for the contract period and no request for any change / modification shall be entertained before expiry of contract period.
- 8. The contractor should ensure that wages are paid before 5<sup>th</sup> of every month and should submit a report personnel wise on the amount of wages paid by 10<sup>th</sup> of every month.
- 9. Payment to the contractor will be made by NEFT/RTGS/ECS only, on presentation of the bill. Income Tax, GST and other taxes, if any shall be deducted at source as per the rates notified by the respective authorities.
- 10. The contractor shall indemnify and keep this Office indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged and this Office shall not be liable for any damages or compensation to any personnel or third party.
- 11. All damages caused by the personnel to the property of the Department shall be recovered from the contractor.

- 12. This Office reserves the right to terminate the contract at any time without giving any notice or reasons whatsoever.
- 13. The contract will be in force for a period of one year from the date of award of contract. This Office reserves the right to extend the contract further, subject to satisfactory performance of the contractor.
- 14. The service provider should have at least a minimum of twenty five years and above experience.
- 15. Bank Guarantee from a reputed bank for 5 % (Five) of Annual Value of the contract as performance guarantee. In case of deficiency of service / loss due to negligence, this guarantee will beinvoked in addition to any other action that may be initiated including termination of contract. The guarantee will be valid during the contract period and also two months after the end of the contract period.
- 16. The service provider shall fill in the required details as per annexure and enclose the supporting documents which does not contain any ambiguity. Incomplete enclosure of documents shall be rejected and the tender shall be disqualified
- 17. 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 courts of Thiruvananthapuram jurisdiction only.
- 18. There is no Master and Servant relationship between the employees of the service provider and this office and further that the said person of the service provider shall not claim any absorption in this office or the Government of India.
- 19. The service provider's person shall not claim any benefit / compensation / absorption / regularization of services from / in this office under the provision of Industrial Disputes Act., 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the service provider to this office.
- 20. The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential /secret nature.
- 21. The service provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of persons deployed him. The agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in any detrimental or prejudicial to the interest of this office. The decision of the officer In-charge upon any matter arising under the clause shall be final and binding on the agency.
- 22. That the persons engaged shall not be above the age of 50 years and they shall not interfere with the duties of the employees of this office.
- 23. The service provider shall not assign, transfer, pledge or sub contract the performance of such services without the prior written consent of this office.
- 24. The transportation, food, medical and other statutory requirement under the various Acts / Government Regulations in respect of each personnel of the service provider will be the sole responsibility of the service provider.
- 25. The service provider shall ensure proper conduct of his persons in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering either individually or in groups.
- 26. The character of antecedents of each personnel of the service provider will be got verified by the service provider before their deployment and a certification to this effect will be submitted to the Office.
- 27. The Office of the Principal Accountant General (Audit-I) Kerala, Thiruvananthapuram may at its discretion at any point of time during the validity of the contract, require the service provider to dismiss or remove from the site of work, any person or persons, as employed by the service provider, who may be incompetent or for his/her/their misconduct and the service provider shall forthwith comply with such requirements immediately.

28. All outsourced personnel engaged in this contract must be suitably trained from a registered institute under ministry of skill development and entrepreneurship.

## **Bid Evaluation:**

- 1. Bids, in respect of which EMD & EMD declaration has been furnished, will only be considered for technical evaluation.
- 2. Financial bids of technically qualified bidders will be considered for financial evaluation.
- 3. The Service provider should quote the service charges as a percentage of monthly wage bills exclusive of GST. The percentage of service charges shall not be less than the applicable TDS Rate as per income tax rules.
- 4. Subject to satisfaction of all terms and conditions of this tender, the bidder quoting the lowest service charge shall be awarded the contract. If more than one bidder quotes the lowest rate, as per guidelines in GEM portal the buyer shall have two options for placement of Contract: a) Placement of contract by selection of an agency from amongst the L-1 bidders through a Random Algorithm run by GeM system or (b) Placement of contract on any one of the L-1 bidders based on any criteria as deemed fit by the Buyer with appropriate internal approvals.

## TERMS AND CONDITIONS FOR SECURITY SERVICES:

1. The agency shall have a minimum experience of twenty five years and above 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 in Annexure III

2. The agency should have obtained a license from the controlling authority under Section 7(5) of "The Private Security Agencies (Regulation) Act, 2005 [No.29 of 2005]". The agency should have its registered office at Thiruvananthapuram and having branch offices at Kottayam, Kochi, Thrissur & Kozhikkodu with valid land phone connections. The agency should have the Approval of Director General of Resettlement.

3. The security guards shall perform their duties diligently and afford protection to the entire premises of the offices indicated above that includes the open areas & the built up areas, its movable and immovable properties, check all vehicles, maintain entry/exit registers, give instructions to park private vehicles at proper place, watch the movements of public/visitors and alert the officer-in-charge concerned in alarming situations, apart from attending to such other duties as may be assigned by officers concerned from time to time. The guards should be skilled in traffic management and handling of firefighting equipment. The guards should be able to read and write English and speak in Malayalam.

4. The security guards shall be vigilant so that no person shall carry away any articles belonging to the office, out of its premises without proper authorization from the officer nominated to authorize such movement or issue Gate Pass, and in such an ev cent, he shall immediately inform the officer-in-charge concerned and act in accordance with the instructions given by him/her from time to time.

5. The Security agency will be responsible for the discipline of the Security Personnel employed by them. A senior officer of the agency should visit and check the Security staff in different shifts periodically, monitor their performance and report to the officer concerned on a regular basis.

6. In case the security guards provided by the agency to this Office are found to indulge in any undesirable or unfair activities in the premises of the office, the agency will be solely responsible for all the consequences and this Office shall be at liberty to lodge complaints before appropriate authorities and demand the service provider to remove such person from duty which shall be complied with forthwith.

7. In case of any theft/pilferage of any property belonging to the Office 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.

8. Only able bodied (Ex-Service men only). Physically fit, well-trained, disciplined and honest personnel shall be appointed for duty. Persons so deployed shall not be above 50 years. They shall perform their duties to the satisfaction of this office.

9. 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.

10. The Security Agency shall provide extra person(s) if desired by the Office, during the period of this agreement at the rates already agreed in this contract.

#### Additional TERMS AND CONDITIONS FOR SECURTY SERVICES

- 1. The persons employed should work on all days with a one day off in week on rotation basis
- 2. The working hours will be from round clock with 8 hours shift basis daily with half an –hour break for lunch/food in between. No food or beverages will be offered by this office.
- 3. The workers must suitably adjust their working time to cater to any emergency work that may arise.
- 4. The personnel deployed should be well experienced, trained adequately and of sound health. They should be disciplined and well mannered. They should be provided with uniforms and identity cards, which should be displayed prominently. They should have knowledge of local language and preferably English, hindi too.
- 6. If a particular person is absent on any day, a substitute should be deployed in his/her place.
- 7. The personnel should be punctual and should report for duty before shift commencing time daily.
- 8. The agency should have at least 25 years and above experience in providing security services to minimum 25 Government Offices/PSUs/Central Government installations. Testimonials to prove the above should be attached with bid documents.

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Sr. Deputy Accountant General/Admin O/o the Principal Accountant General (Audit I) Kerala, Thiruvananthapuram

# ANNEXURE – I (To be submitted with technical bid)

## DECLARATION

1. I,\_\_\_\_\_Son/ Daughter /wife

of Shri\_\_\_\_\_Proprietor/ Director, authorized signatory of the

Agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document;

- 2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide to them;
- 3. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name:

Date:

Place:

Seal:

## ANNEXURE – II (To be submitted with technical bid)

S1.	Particulars	To be filled in by the Tenderer
No		
1.	Name of the Agency	
2.	Date of establishment of the agency.	
3.	Detailed office address of the Agency with office telephone number, Fax number and Mobile number and the name of the contact person(s) and email ID including branch offices (attach details separately)	
4.	Whether registered with all concerned Government authorities (PF/ESI etc.) (Copies of all certificate of registration to be enclosed.)	
5	PAN/ TAN Number (Copy to be enclosed)	
6.	GST Number (Copy to be enclosed)	
7.	Licence under "The Private Security Agencies (Regulation) Act, 2005(Copy to be enclosed)	
8	Whether the agency had obtained approval of DGR or nott? If yes, the details of approval	
9.	Whether the firm is blacklisted by any Govt. Department or any criminal case is registered against the firm or its owner / partner anywhere in India. Please attached an Affidavit stating that the agency is / has not been black listed by Centre/ State Government/ PSU etc.	
10.	Length of experience in the field	
11.	Yearly turn over	
12.	Client list as per annexure III	
12	Whether agency profile is attached?	

## **PROFILE OF THE CONTRACTOR / TENDERER**

Signature of the Tenderer or Authorized signatory Of the Tenderer with seal of the Firm/Agency.

# ANNEXURE – III

## (To be submitted with technical bid)

	Name and Address of the organization, Name, Designation and Telephone / Fax No. of the officer concerned	In Government/ Private Sector	Details regarding the contract including manpower deployed	Value of Contract (Rs.)	Duration of t	he Contract
					From	То
1.						
2.						
3.						
4.						
5.						

## **Details of the existing contracts**

Signature of the Tenderer or Authorized signatory Of the Tenderer with seal of the Firm/Agency.

Date:

Full Name:

Place:

Seal:

#### ANNEXURE -- IV

No.....

Dated.....

То

The Sr. Deputy Accountant General (Admn.) O/o the Principal Accountant General (Audit-I) Kerala, Thiruvananthapuram – 01

Subject: Quotations for award of contract for outsourcing Security Services - Reg.

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Sir,

With reference to your letter No. dated ..... on the subject mentioned above, I/we quote the rate (%) of Administrative/Service Charges (on monthly wage bill exclusive of GST) for supply of cadres manpower (Outsourced Security Personnel as given below:-

Administrative/ Service charges to be quoted in percentage (in numbers and words)

Signature of the Tenderer or Authorized signatory Of the Tenderer with seal of the Firm/Agency.

Note 1. The percentage of service charges shall not be less than the applicable TDS Rate as per income tax rules & GEM Transaction charges. Note. 2. Statutory liabilities as per applicable rates.

#### ANNEXURE – V

#### **EMD DECLARATION**

I/We hereby accept that if I/We withdraw or modify the bids during the period of validity, or if I/We are awarded the contract and I/We fail to sign the contract or to submit a performance security before the deadline defined in the request for proposals (RFP) document, I/We will be suspended for a period of six months from being eligible to submit Bids/Proposals for contracts with the Office of the Principal Accountant General (Audit-I) Kerala, Thiruvananthapuram.

Signature: (Authorized Signatory) Designation: `

Stamp:

Place:

Date:

# <u>ANNEXURE – VI</u>

## TECHNICIAL BID CHECK LIST

S.No.	Documents	Remarks
		Yes/NO
1.	EMD & EMD Declaration	
2.	Copy of last 03 years annual income tax returns	
3.	Proof of experience as Manpower supplier	
4.	Copy of PAN	
5.	Copy of GST Registration, Latest Annual Return Copy	
6.	Copy of EPF Registration, Latest ECR Challans	
7.	Copy of ESI Registration, Latest Challans	
8.	Copy of valid Labour license under contract labour Act 1970 for engagement of manpower along with CLC Annual Return	
9.	Copy of Licence under "The Private Security Agencies (Regulation) Act, 2005. For Chennai & Madurai district	
10.	Satisfactory work completion certificate.	
11.	Copy of Registration/Incorporation of the company/Firm/Agency	
12.	Affidavit regarding not blacklisting	
13.	Proof regarding local office	
14.	Any other statutory Registration	