NOTICE INVITING TENDER

NIT No. EPI/Ersite/685/Sec/048 Dated 02/03/2016

Sub: Notice Inviting Tender for “Supply of Security Guard for round the clock security of the premises of Bihar Police Academy Project Site at Rajgir, Nalanda”

Engineering Projects (India) Limited (A Govt. of India Enterprise) invites sealed tender for supply of Security Guard for round the clock security of the premises of Bihar Police Academy Project site at Rajgir, Nalanda in two bids from eligible and interested bidder for the following work:

<table>
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<tr>
<th>Sl. No.</th>
<th>Name of Work</th>
<th>Estimated cost</th>
<th>Contract Period</th>
<th>EMD</th>
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<tr>
<td>1.</td>
<td>Supply of Security Guards for round the clock security of the premises of Bihar Police Academy Project site at Rajgir, Nalanda.</td>
<td>Rs. 16 lakhs</td>
<td>12 Months</td>
<td>Rs. 32,000</td>
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The details scope of work is given in the tender document as below:

1) Scope of Work

The details of the work involved are as under:

(i) The agency/contractor shall be responsible for all security measures and arrangements to safeguard the movable and immovable property.

(ii) Opening the locks of premises at commencement of office & applying the locks when the office closes.

(iii) Prevention of unauthorized entry of personnel including all types of outside vendors in the premises. Getting the particulars of visitors entered in the relevant register.

(iv) At the reception the security guard will have to see that the visitors are properly attended to and guided and if need be necessary security check may be exercised.

(v) Any other work assigned to him by the competent authority.
2) **Time schedule of tender activities**

(i) Date of availability of Tender document on EPI Website/CPP portal  
    15 days from date of uploading on website.

(ii) Last date & time of Submission of Tenders  
    On or before 17.03.2016 at 3:00 PM

(iii) Date & Time of Opening of Tender  
    17.03.2016 at 3:30 PM

3) **Eligibility Criteria**

Bidders who fulfill all the following qualifying criteria shall be eligible to apply. The Joint ventures are not accepted.

(i) The agency should have experience for providing service of security to reputed organization in PSU’s/Central Government/State Govt. / PSB’s for at least two years. Attach list of clients as above along with satisfactory performance certificate from 2 such clients.

(ii) The agency should furnish attested copies of the following documents:
    a) Registration certificate under Contract Labour (R & A) Act, 1970, if applicable.
    b) ESI/EPF/Income-Tax/Service Tax Registration Certificates.
    c) Copy of income tax return for the last 2 years.

Tender without documents as above / incomplete tenders are liable to be rejected. The EPI reserves the right to accept / reject any offer without assigning any reason thereof.

4) **Terms & Conditions:**

   i) The agency shall not engage any sub-contractor or transfer the contract to any other person.

   (ii) In normal course, the contract can be terminated by EPI by giving one month’s notice & by contractor by giving three months’ notice. In case the services of the contractor are not found satisfactory, the contract can be terminated without giving any notice.

   (iii) The terms and conditions contained herein shall form part of and shall taken as if they were included in contract agreement to be entered into by the agency.

   (iv) The contractor shall take due care to comply with the provisions of the contract labour (Regulation & Abolition) Act, 1970 including all other legal obligation, like policy changes made by the Government of legal amendments from time to time, during the period of contract.
The contract shall remain valid for a period of one year. However, if required the contract can be extended as per requirement at mutually agreed terms.

Any personnel engaged by the Agency if found indulging in illegal and intolerable activities will be handed over to the police or any other action deemed fit against him will be taken besides termination of the contract immediately. Agency shall be solely responsible for the conduct and behavior of persons deployed by the agency.

The agency shall not replace the staff frequently without proper substitute & without prior permission of EPI.

The agency shall be prompt in making replacement in case any Guard is not available on duty or found unsuitable for Duty. Agency shall promptly arrange additional staff whenever required by the EPI.

The agency/ contractor shall work under the overall supervision and direction of the officer authorized by the EPI.

**5) Penalty Clause:**

A penalty of sum equal to damage to EPI per instance shall be imposed and deducted from the contractor’s / Agency’s bill, if:

(a) The Security Guard is not found in proper uniform and displaying photo identity card.

(b) The Security Guard is found indulging in smoking/drinking at the time of duty hours and such security guard shall not be allowed to enter in the office permises in future.

(c) The Security Guard is found sleeping during duty hours.

(d) The Security Guard is found missing from the place of duty, for any reason.

(e) The behaviour of Security Guard is found harsh / rude and non – cooperative towards the staff.

(f) The Security Guard is found performing the duty by submitting fake name & address.

(g) The Security Guard does not perform his assigned duty properly.

**6) Performance Security:**

The successful bidder shall submit performance security equivalent to 5% (five percent only) of contract value in the form of Demand Draft/ Bank Guarantee from any nationalized bank in EPI’s prescribed proforma within 15 days from the date of issue of telegram/letter/lelex/FAX of intent of acceptance of tender. The bank guarantee shall be valid till the completion of the contract period.

Alternatively an amount equal to 5% of contract value shall be deducted from the monthly bill towards performance security.
7) **Payment terms:**
   i) The party shall raise monthly bill in the format prescribed by EPI. 95% payment shall be released within 10 working days after submission of bill and verification of satisfactory performance.
   ii) 5% payment shall be deducted from each monthly bill will as retention money and this will be released after 90 days of completion period of the contract.

8) **Rates:** The party shall quote rates in the price bid enclosed at annexure III.

9) **Dispute resolution / Arbitration:**

   Both EPI and the CONTRACTOR shall make efforts to settle disputes, if any amicably. Only if amicable settlement is not possible, the same shall be referred to the Sole Arbitration of the Chairman & Managing Director (CMD) of EPI or the person appointed by the CMD, EPI and the decision of the arbitration shall be final and binding on the “CONTRACTOR”. Arbitration will be according to “Conciliation clause, which is enclosed at Annexure – I.

   The contract shall be subject to the Indian Law and the jurisdiction of the courts located at Patna.

   In case of any breach of the said conditions, contractor shall be responsible for the consequences of the same as decided by EPI or Judiciary Authority according to the Indian Law.

10) The Terms & Conditions contained in this NIT shall be applicable.

11) All Tenders shall be accompanied by Earnest Money Deposit (EMD) of 32,000 (Rupees thirty two thousand only) This can be either in the form of Crossed Demand Draft or Pay Order of any Nationalized Bank for the full amount of EMD payable favoring “Engineering Projects (India) Ltd. “,payable at New Delhi or in the form of Bank Guarantee of any Nationalized Bank/ scheduled bank, in accordance with the prescribed proforma, favouring “Engineering Projects (India) Ltd., New Delhi”. The EMD shall e valid for minimum period of 120 days (one hundred twenty days) from the last day of submission of Tender. Tenders submitted without EMD or with inadequate amount of EMD shall be rejected. PSUs are exempted from submitting the EMD.

12. The tender documents as mentioned above are available on the website and same can be downloaded by the intending bidders directly from EPI website. Bidders should submit the documents in documents in sealed envelope containing the following and superscribed “Tender for supply of security guard for BPA site, Rajgir.”

   **EMD**, price bid duly completed as per annexure III, duly completed and filled form as per Annexure – II, relevant experience certificate and other documents as mentioned in NIT
duly attested by Gazetted Officer or Notary Public shall be enclosed in the envelop. Completion certificates from client shall be in the name of the company who is submitting the tender. The bidder has to produce original documents for verification at the time of opening of tender or as and when demanded.

13. Validity of Offer shall be 90 days from the date of submission of BID.

14) EMD of unsuccessful bidder shall be returned within 30 days of finalization of the Contract. EMD of successful bidders shall be considered towards 5% performance guarantee.

15) EPI reserves the right to accept any tender or reject any or all tenders or annul this tendering process without assigning any reason and liability whatsoever and to re-invite tender at its sole discretion. The corrigendum, addendum, extension, cancellation of this NIT, if any, shall be given on the EPI’s website www.epi.gov.in only. The intending tenderers are requested to visit the EPI’s website regularly for this purpose.

The tender documents shall be issued y and submitted to:

Group General Manager,
Engineering Projects (India) Limited.
Bihar Police Academy Project
Rajgir, Nalnda-803116
Landine – 06112-295178