

No. 15 - 1/2017 - GA

Telecom Regulatory Authority of India Mahanagar Doorsanchar Bhawan Jawahar Lal Nehru Marg (Old Minto Road) New Delhi – 110 002

BID DOCUMENT

Tender for "Watch & Ward Duty" (Security Service) of TRAI office

(Visit us at <u>www.trai.gov.in</u>)
Not transferable

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SECTION - I

No. 15 - 1/2017 - GA

Telecom Regulatory Authority of India Mahanagar Doorsanchar Bhawan, Jawahal Lal Nehru Marg, (Old Minto Road) New Delhi-2

Dated: July 7, 2017

NOTICE INVITING TENDER

Office of Issue : Telecom Regulatory Authority of

India,

GA Section,

Mahanagar Doorsanchar Bhawan,

Jawahar Lal Nehru Marg,

New Delhi-110002.

Tender No. : No. 15 - 1/2017 - GA

Date of issue of bid document : July 7, 2017

Tender Forms Available From : Sr. Research Officer (GA)

Telecom Regulatory Authority of India

Mahanagar Doorsanchar Bhawan,

Jawahar Lal Nehru Marg,

New Delhi-110002

Website: http://www.trai.gov.in

Due date of Receipt : Up to July 24, 2017, Time 15:00 Hrs.

Date of opening of Technical bid July 24, 2017, Time 15:30 Hrs.

[If the tender opening date is declared a holiday by Govt of India then the tender shall be opened on next working day at 15:30 Hrs.]

1

Date of opening of Financial bid

: To be notified later

Earnest Money

: ₹1,20,000/-

Total Estimated Cost

: Approximately ₹60.00 Lakhs (Per

annum)

Sealed tenders under two bid systems i.e. "**Technical Bid**" & "**Financial Bid**" are invited from reputed firms for providing 25 (Twenty Five) **Unskilled Security Guard** for '**Watch & Ward Duty**' of TRAI (actual requirement may vary). The Technical bid & the Financial bid should be sealed by the bidder in separate covers duly superscripted "**Technical Bid**" & "**Financial Bid**" and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscripted.

Bidders are advised to go through the tender document carefully and understand various provisions contained therein along with their implications.

Bidders shall have to deposit bid security of ₹1,20,000/- (Rupees One Lakh Twenty Thousand only) in the form of 'Pay Order' or 'Demand Draft' drawn on any scheduled bank in favour of "Telecom Regulatory Authority of India" payable at Delhi along with the bid.

(Praveen Saxena)

Sr. Research Officer (GA)

James A Suranon

SECTION - II

INSTRUCTIONS FOR SUBMISSION OF TENDER

1. PREAMBLE

Telecom Regulatory Authority of India (TRAI), a statutory body of Govt. of India, intends to engage a reputed firm for providing Unskilled Security Guards for Watch & Ward Duty in TRAI, on the terms and conditions as prescribed in "Terms & Conditions Governing the Contract" in Section-III of this tender document.

2. BONAFIDE OFFERS

The Tenderer should be bonafide, which shall mean an entity:

- (a) Having a registration number of the Company / Firm.
- (b) Having a Permanent Account Number (PAN).
- (c) Having EPF & ESI Account number.
- (d) Having Service Tax Registration.
- (e) Having previous experience for a minimum period of five years in any Central/State Govt. /PSU/reputed Private Co./MNC and at least one on-going contract of providing minimum 30 Security Guards in the last three financial years (e.i 2014-15, 2015-16 & 2016-17) in any one of the above-mentioned organizations.
- (e) Having Turnover of ₹ 2.00 Crores per annum.
- (f) Meeting all other requisites laid down in this chapter elsewhere.

3. TENDER DOCUMENT

The tender document consists of all documents mentioned at Para 4, Section II of this document must be submitted together in the manner indicated below, failing which the tender is liable to be rejected. **Incomplete or conditional tender is also liable to be rejected.**

4. SUBMISSION OF TENDERS - TIME LIMIT/MODE

The tender documents duly completed should be submitted in **two separate** parts. The **first part** should be sealed in a separate envelope and superscripted as "**Technical Bid for Contract for Providing Unskilled Security Guards**". This should contain all the information which would enable TRAI to decide on credentials of the tenderer for performing/doing the job besides Earnest Money (Para 7 of Section – III) and other documents listed below in Para 4.1.1 and elsewhere in the Section. The **second part** will consist of the "**Financial Bid for Contract for Providing Unskilled Security Guards**" and should be superscripted on the second envelope as such. Both the envelopes should be sealed in one envelope and duly superscripted as "**Contract for providing Unskilled Security Guards**" and addressed to Senior Research Officer (GA), TRAI.

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4.1.1. The following documents must be submitted in the <u>Technical</u> Bid-

- > Letter of Submission of tender.
- > Tender document with all pages duly **signed and embossed** with official seal.
- Demand Draft of ₹1,20,000/- towards Earnest Money Deposit.
- Proof of registration for Service Tax.
- Copy of PAN Card.
- ➤ Proof of EPF/ESI registration.
- Copy of Experience Certificate for five years and proof of on-going contract (at least one).
- A self-certificate to the effect that the tenderer has not been blacklisted by any Central/State Govt./Public Sector Units or its contracts have not been terminated on account of poor performance.
- Authorization letter for the bid opening.
- > Copy of Balance Sheet for the past three financial years to verify the turnover of the Company.

4.1.2 The schedule of rates given at Annexure – II, duly filled in and signed by the tenderer, shall be submitted in the Financial Bid.

- 4.2 The tender duly completed as described in above Para must reach the designated address up to **1500 hrs on July 24, 2017** positively.
- 4.3 Sealed tenders shall be submitted.
- 4.4 Tenders received after the scheduled time and date will not be entertained under any circumstances.
- 4.5 All rates shall be quoted only on the proper form (Annexure-II) of the Schedule of Rates and each page of this Tender document shall be signed in full by the tenderer or his authorized signatory as prescribed above.
- 4.6 The schedule of rates should be filled, carefully after considering all the aspects of work as described in the Section-III on "Terms & Conditions Governing the Contract". No request for change or variation in rates or terms and conditions of the contract shall be entertained because the tenderer had not understood the work envisaged by this tender document. Any overwriting in the schedule of rates should be avoided. In case of a mistake, the mistake should be clearly cut and the correction should be signed in full by the tenderer or his authorized signatory.

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4.7 The tenderer will have to submit an analysis of rates if called upon to do so by TRAI.

4.8 TRAI reserves the right to:-

- Accept or reject any or all the Technical Bids in part or in full without assigning any reason.
- Accept or reject any or all the Financial Bids in part or in full irrespective of their being the lowest without assigning any reasons.
- Relax the tender conditions at any stage if considered necessary for the purpose of finalizing the contract in the overall interest of TRAI.
- Disqualify the tenderers blacklisted by Central/State Govt./Public Sector Units or whose contracts have been terminated on account of poor performance.
- TRAI reserves the right to re-tender or modify the Terms & Conditions of the tender. It also reserves the right to negotiate the rates with the lowest tenderer, i.e. L-1.
- 4.9 Tenderer shall not increase his/their quoted rates in case TRAI negotiates for reduction of rates, such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates quoted will be binding on the tenderer.
- 4.10 Any variation, addition and/or omissions in the items of work to be actually carried out shall not form a basis of any dispute regarding the rates quoted by the tenderer in the tender. The rate quoted by the tenderer shall be applicable irrespective of the volume of work.
- 4.11 The rates must be quoted in both words and figures. *If there is variation between the rates quoted in 'figures' and in 'words'* only the rates quoted in words shall be taken to be as correct and valid. If more than one or improper rate is tendered, the tender is liable to be rejected summarily and will not be considered.
- 4.12 Each folio of tender documents and every supporting document attached with it shall be signed by the intending tenderer or such person on his behalf as is legally authorized to sign for and on his behalf and embossed with official seal at the time of submission.
- 4.13 Tenders containing erasures, omissions or alterations are liable to be rejected. If any corrections become necessary these must be made in ink and all such corrections must be attested by full signature of the tenderer and dated.

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5. OPENING OF BIDS

- 5.1 The technical bids shall be opened in the presence of bidders or their authorized representatives who choose to attend the bid opening at 15:30 hrs on due date. The bidder's representatives present at the time of opening of bid shall sign in an attendance register. The bidders shall submit authority letter to this effect before they are allowed to participate in bid opening on the format as given in Annexure- IV.
- 5.2 Only one authorized representative for each bidder may be allowed to attend the bid opening.
- 5.3 The Bidder's names, documents submitted, modifications, bid withdrawals and such other details as the Purchaser, at its discretion, may consider appropriate; will be announced at the opening.
- 5.4 The fixed date for opening of bids, if subsequently declared as holiday, the revised date of schedule would be notified. However, in absence of such notification, the bids will be opened on the next working day, time and venue remaining unaltered.

6. STUDY OF LOCAL CONDITIONS

The tenderer is advised in his own interest to visit the site of the work and acquaint himself with all local conditions, means of access to the work, nature of work etc.

7. VALIDITY OF OFFER

The tenderer will be required to keep the offer open for a period of **120** (One hundred twenty) days from the last date of submission of tender. It shall be understood that the tender document have been sold/issued to the tenderer and the tenderer is permitted to tender with the stipulation that after submitting his tender, he shall not rescind his offer or modify the terms and conditions thereof in any manner that is not acceptable to TRAI.

8. ACCEPTANCE OF TENDER

- 8.1 The authority for acceptance of the tender documents and tendered rates will rest with the competent authority in TRAI who does not bind himself to accept the lowest or any other tender, nor does he undertake to assign reasons for his decision in this matter.
- 8.2 Acceptance of tendered rates will be communicated through a letter as soon as possible.
- 8.3 All the tender documents submitted by a tenderer shall become the property of TRAI and TRAI shall have no obligation to return the same to the tenderer.

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- 8.4 Canvassing in connection with tenders are strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.
- 8.5 If the tenderer deliberately gives wrong information or conceals any information/facts in his tender, which shall be favorable for acceptance of his tender fraudulently, then TRAI reserves the right to reject such tender at any stage of execution without any financial liability.

9. EXECUTION OF AGREEMENT

9.1 The tenderer whose tender is accepted shall be required to appear at the office of the TRAI in person or if the tenderer is a Firm, Company or a Corporation, a duly authorized representative shall so appear and execute the Agreement within seven (07) days of the date of issue of communication from TRAI's office and start the work within two (02) days of the execution of the Agreement. Failure to do so shall constitute a breach of the contract concluded by the acceptance of the tender.

10. POSTAL ADDRESS FOR COMMUNICATION

Every tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderer by post at his said address shall be deemed to have reached the tenderer in time.

(Praveen Saxena)

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Sr. Research Officer (GA)

SECTION - III

TERMS & CONDITIONS GOVERNING THE CONTRACT

1. PREAMBLE

Telecom Regulatory Authority of India is a statutory body set up by an act of Parliament. It is functioning as a regulator of the telecom sector in India.

2. SCOPE & NATURE OF WORK

Illustrative nature of work required to be done by the Agency as under:-

2.1 To provide unskilled Security Guards (approximately 25) for Watch & Ward Duties in TRAI's premises, located at Mahanagar Doorsanchar Bhawan, Jawaharlal Nehru Marg, New Delhi- 110 002.

3. TERMS & CONDITIONS OF WORK

- 3.1 Each guard will be issued an identity card by the Agency, which shall be displayed by them on their person. They shall also produce the same for inspection and identification to the officer designated by TRAI.
- 3.2 Each guard shall be in neat and clean uniform on all the days with proper shoes, etc.
- 3.3 The persons provided by the Agency as guard shall be physically fit, energetic and should have minimum educational standard to be able to read and write Hindi & English.
- 3.4 In case the office of TRAI is shifted from its present premises to any other location within Delhi, the Agency should provide Unskilled Security Guards for Watch and Ward Duty at the new premises on the same terms and conditions.
- 3.5 The actual number of guards for security service will be decided by TRAI and information to increase or decrease the number of guards will be given in writing along with the date of deployment.
- 3.6 The weekly off will be arranged out of the strength of such numbers as decided by TRAI. The timings of shift and the number of guards per shift will be decided by TRAI. The decision of TRAI in this regard will be final and binding on both the parties.
- 3.7 The agency shall make alternate arrangements by providing replacement of guards in case of annual vacation, protracted illness absenteeism, casual/sick leave etc.

Jameen Caxena

4. PAYMENT CONDITIONS

- 4.1 The Agency shall ensure fulfillment / compliance of the provisions of EPF & Misc. Provisions Act, 1952, ESI Act and other applicable Acts in respect of security Guards deployed by it for watch & ward duties in TRAI.
- 4.2 The invoice towards claim of bill of the Agency shall accompany the:
 - List showing the details of security guards deployed at TRAI;
 - Amount of wages paid to such Guards for the duration in question;
 - Amount of EPF contributions (both employer's and employee's) for the duration of engagement in question, paid to the EPF authorities;
 - Copies of authenticated documents of payments of such contribution to EPF authorities; and
 - A declaration from the Agency regarding compliance of the conditions of EPF, 1952.
- 4.3 All the Security staff proposed to be deployed for watch & ward duties in TRAI office premise shall be beneficiaries under EPFO & ESIC. Non-compliance shall attract suitable recoveries from contractor's monthly bill. Decision of Advisor (A) TRAI, in this regard shall be final and binding on the contractor. The contractor along with invoice shall submit necessary documentary proof for payment of EPF & ESI of previous month from for the payments.
- 4.4 TDS and all other taxes will be deducted as per applicable rules.

5. DURATION OF CONTRACT

- 5.1 At the initial stage, the contract shall be awarded for a period of two years from the date of commencement of the contract. **TRAI** will have discretion for extending it for further period of one or more years on mutually acceptable terms and conditions and rates at the sole discretion of TRAI.
- 5.2 However, it will be obligatory on the part of contractor to continue to work at the rates prevailing on the last date of the contract even beyond contract period for at least 03 (three) months or till the new contract is finalized, whichever is earlier.

6. EARNEST MONEY

6.1 The Tenderer will be required to deposit a sum of ₹1,20,000/- (Rupees One Lakh Twenty Thousand only) as earnest money along with

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completed tender documents for pre-qualification bid. The earnest money is towards an undertaking by the Tenderer that the Tenderer will not back-out from his offer or modify the terms and conditions thereof in a manner not acceptable to TRAI. Should the Tenderer fail to observe or comply with the said stipulation, the entire amount shall be liable to be forfeited by TRAI.

6.2 The deposit as referred to under Para 6.1 above shall be made by 'Pay Order' or 'Demand Draft' in favour of 'Telecom Regulatory Authority of India' payable at Delhi and valid for a minimum period of six months after the date of issue.

7. SECURITY DEPOSIT

- 7.1 The successful Tenderer whose rates are finally accepted must deposit as Security Deposit for successful performance under the contract a sum of 10% of the annual awarded value. The EMD amount deposited by the successful Tenderer will be adjusted towards the Security Deposit. The successful Tenderer must deposit the balance amount of within 15 days of issue of offer letter. The security deposit shall be paid by way of Pay Order or Demand Draft made out in favour of "Telecom Regulatory Authority of India" payable at Delhi. If the Tenderer fails to observe or comply with the said stipulation, the amount of earnest money under Para 6 of this Section shall be liable to be forfeited by TRAI. No interest will be payable on the security deposit by this office and the security deposit will be returned only after completion of the contract period.
- 8. TRAI reserves the right to terminate the contract any time without assigning any reason.

9. CRITERIA FOR EVALUATION OF BIDS:

The technical bids will be evaluated on following criteria:-

- Letter of Submission of tender.
- > Tender document with all pages duly signed and embossed with official seal.
- Demand Draft of ₹1,20,000/- towards Earnest Money Deposit.
- Proof of registration for service tax.
- Copy of PAN Card.
- Proof of EPF/ESI registration.

James Casena

- Copy of Experience Certificate for five years and proof of on-going contract (at least one) with providing minimum 30 Security Guards.
- Copies of balance sheet for the last three financial years (Minimum turnover of ₹ 2.00 Crores).
- Proof of deposit of price of bid document.
- A self-certificate to the effect that any Central/State Govt. /Public Sector Units have not blacklisted the tenderer or its contracts have not been terminated because of poor performance.
- Authorization letter for attending the bid opening.

10. FINANCIAL BID:

The financial bids will be opened only in respect of those firms, which meet the above-mentioned technical bid criteria. The financial bids will be evaluated based on the total cost for engaging an 'Unskilled Security Guard' arrived at on the basis of rate quoted by the bidders as per Annexure – II. The bidder with lowest rate shall be declared as L-1. In case of tie in rates offered by the agencies, TRAI will have the right to negotiate with the agencies and the decision of TRAI will be final and binding.

11. FORCE MAJEURE:

- 11.1 If at any time, during the continuance of the agreement the performance in whole or in part, by the firm, of any obligation specified in the agreement, is prevented, restricted, delayed or interfered, by reason of war or hostility, act of the public enemy, civic commotion, sabotage, act of State or direction from statutory authority, explosion, epidemic, quarantine restriction, fire, floods, natural calamities or any act of GOD, (hereinafter referred to as event), provided notice of happenings of any such event is given by the firm to TRAI within seven calendar days from the date of occurrence thereof, the firm may be excused from performance of its obligation. Provided further that the firm shall resume the obligations under the Agreement as soon as practicable, after such event ends or ceases to exist. The decision of TRAI as to whether the obligations may be so resumed (and the time frame within which the obligations may be resumed) or not, shall be final and conclusive.
- 11.2 However, the Force Majeure events mentioned above will not in any way cause extension of the period of the Agreement.

12. LAWS GOVERNING AGREEMENT:

The Agreement entered with TRAI and the laws of India in force shall govern the firm.

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13. JURISDICTION OF COURTS:

The court of the place where the Agreement is signed shall alone have the jurisdiction to decide any dispute arising out of or in respect of the Agreement.

14. ARBITRATION:

In the event of any dispute arising between TRAI and the firm in any matter covered under this Agreement or arising directly or indirectly there from or connected or concerned with the said Agreement in any manner of its implementation of any terms and conditions of the said Agreement, the matter shall be referred to the Secretary, TRAI who may himself act as sole arbitrator or may nominate an officer of TRAI as sole arbitrator, notwithstanding the fact that such officer has been directly or indirectly associated with the contract. The firm will not be entitled to raise any objection for the appointment of such officer of TRAI as the sole arbitrator. The award of the arbitrator shall be final and binding on both the parties to the agreement subject to provisions of Arbitration and Conciliation Act, 1996 and rules made there under. The parties expressly agree that the arbitration proceedings shall be held at New Delhi. The language of arbitration shall be in English only.

15. GENERAL:

Any clarification about the meaning or intent or interpretation of any of the provisions of these terms and conditions required at any point shall be sought from Advisor (A), TRAI, whose decision in the matter shall be final and binding. Any other matter relevant to but not covered in the Agreement shall also be decided by referring to him and his decision shall be final and binding.

(Praveen Saxena)

Sr. Research Officer (GA)

The scope of work and all terms and conditions listed from para 1 to 15 along with their sub-Para have been read carefully, understood and accepted.

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LETTER OF SUBMISSION OF TENDER

То

The Senior Research Officer (GA)

O/o Telecom Regulatory Authority of India Mahanagar Doorsanchar Bhawan Jawahar Lal Nehru Marg New Delhi – 110 002

Subject: Tender for hiring of Security Agency for Watch & Ward duty in TRAI Office Premises for a period of two years from the

date of award of contract.

Dear Sir,

Subject to the conditions given in the tender documents for the above-mentioned subject, I/we hereby tender for the contract for providing guards to TRAI for watch & ward services at the rates specified in the SOR (Annexure–II) annexed with the documents. I/We hereby certify that I/We have examined and am/are fully familiar with all the provisions of the tender documents and I/We agree to abide by all these terms and conditions laid therein.

- 2. The following certificates/documents are enclosed:-
- Letter of Submission of tender.
- Frender document with all pages duly signed and embossed with official seal.
- Proof of registration for service tax.
- Copy of PAN Card.
- ➤ Proof of ESI/EPF Registration.
- Copy of Experience of Certificate for five years and proof of on-going contracts minimum 30 Security Guards.
- Copies of balance sheet for the past three financial yea
- A self-certificate to the effect that the tenderer has not been blacklisted by any Central/State Govt./Public Sector Units or its contracts have not been terminated on account of poor performance.
- Authorization letter for the bid opening.

A sum	of ₹1,2	20,000/	- (Rup	ees	One	Lakl	h Tv	venty	Thou	sand	only
towards											
		dated			_ dra	wn	on	the	bank	/ b	ranch
-								in	favour	of	TRAI,
pavable	at Dell	ni.									

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>	The Schedule of Rate (SOR) duly filled and signed is enclosed in a separate sealed envelope. I/We clearly understand that this will be opened on a subsequent date only if my/our pre-qualified bid is accepted by TRAI.
attacl	I/We do hereby declare that the entries made in the bid and annexure ned therein are true.
	Yours faithfully.
	Signature of Tenderer/(s)
Tende	erer's Address

(To be kept in a separate Sealed envelope)

ANNEXURE - II

SCHEDULE OF RATES TO BE QUOTED FOR WATCH AND WARD DUTIEES

Format for quoting the rates per Security Guard per month for Watch & Ward Duties (security service) in TRAI office premises:

SN	Particulars	Amount [in ₹]
1.	Monthly rate per unskilled Security Guard (for eight hours) not less than minimum wages as notified by the Govt. of NCT, Delhi.	
2.	ESI @ 4.75 of Sl. No. 1	
3.	EPF @13.15% of Sl. No. 1	:
4.	Agency charges (in percentage)	
5.	Service Tax (12.36% of Σ 1+2+3)/GST if applicable	
6.	Other charges, if any (please specify) (a)	i
	(b)	:
	Total	
(In v	vords) Rupees	
	itional Taxes and other charges, if any, should be clearly derer.	spelt out by the
Not (i) (ii) (iii) (iv)	The schedule of Rates shall be kept in a separate sealed clearly superscripted as "Financial Bid" Rates not quoted in the above format will not be taken it and the tender will summarily be rejected. The agency shall provide two sets of Uniform to eat annum either from their agency charges or from the against Sl. No. 6 above. All the Security staff proposed to be deployed for duties in TRAI office premise shall be beneficiaries ESIC.	nto account ach Guard per amount quoted watch & ward
	Signature o	f the Tenderer
	Name:Address:	

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LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject:			opening on July 24, 2017 in Duty" (Security Service) of
Follo	wing persons a	are hereby authorized	I to attend the bid opening for
the tender	mentioned ab	ove on behalf of	
(Bidder) in o	order of prefer	ence given below.	
Order of Pre	eference	Name	Specimen signature
I			
II			
Alternate Ro	epresentative		
Signatures	of bidder		
Or			
Officer auth	norized to sign	the bid documents of	n behalf of the bidder.
Note: 1.	Alternate rep		nitted to attend bid opening. permitted only if, the main
2.	Permission for	or entry to the hall w	here bids are opened may be

given only on submission of letter of Authorization.

in the same of

CHECK LIST and the order in which the documents are to be submitted for the Technical Bid

Please check whether all the below mentioned documents have been supplied for participating in the tender for engaging security services for **Watch & Ward in TRAI office premises.** The documents are to be submitted in descending order.

Sl. No.	Documents	Page No.
1	Letter of Submission of tender.	
2	Pay Order or Demand Draft of ₹1,20,000/- towards Earnest Money Deposit.	
3	Proof of registration for service tax.	
4	Copy of PAN Card.	: :
5	Copy of EPF & ESI Registration.	
6	Documents indicating Experience for five years and ongoing contracts (at least one) with minimum 30 Security Guards.	
7	Copies of balance sheet for the last three financial years (Minimum turnover of ₹2.00 Crores).	
8	A self-certificate to the effect that the tenderer has not been blacklisted by Central/State Govt./Public Sector Units or its contracts have not been terminated on account of poor performance.	
9	Authorization letter for the bid opening [as per Annexure – III]	
10	Schedule of Rates (as per Annexure-II in a separate	
11	sealed envelope) Any other document (s) [Please specify]	-

Bidders to ensure

- A. That all the pages of bid are signed and stamped by the authorized person.
- B. That all the pages are given a serial numbered (according to Annexure IV).
- C. That all the documents are legible (Clearly readable).
- D. That Schedule of Rates is sealed in a separate envelope (according to Annexure-II).