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Ministry of Commerce & Industry
COCHIN SPECIAL ECONOMIC ZONE
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No.01/7/99Admn/CSEZ/ Dated 27.03.2015**

TENDER NOTICE

**Notice inviting Tender (NIT)
Providing of 06 (Six) Private Security Guards [Ex-Servicemen] at Cochin SEZ, Kakkand,
Cochin - 682837**

Project

Cochin SEZ was set up in 1985 and is spread over an area of approx 105 acres of land. It is located at Kakkand, Cochin – 682037, KERALA. The zone is under the administrative control of the Ministry of Commerce & Industry (Department of Commerce), Government of India. The functions of the Cochin SEZ is streamlined as per the Provisions of SEZ Act 2005 and SEZ Rules 2006. The Cochin SEZ Area is surrounded by 11' of boundary wall with two entry/exit gates on the Eastern side and one Pedestrians/ Two wheeler only Gate at the rear. The development of Cochin SEZ is vested with Cochin SEZ Authority, a Govt. entity reporting directly to the Ministry of Commerce and Industry. The Cochin SEZ Authority is constituted by the Government of India Notification and headed by Development Commissioner of Cochin SEZ who acts as the Chairman and Chief Executive Officer of the Authority.

For operation/maintenance and smooth functioning of the Zone, CSEZ Authority invites tender for the following job:-

Providing of 06 (Six) Private Security Guards [Ex-Servicemen] at Cochin SEZ, Kakkand, Cochin 682037, KERALA.

Sealed quotations from registered firms are invited for hiring of private security guards having experience of handling Industrial Security for an initial period of ONE year (on 7 days a week basis in three shifts) for manning of the THREE Gates (IN and OUT Gates and ONE PEDESTRIAN Gate) round the Clock in shifts, for prevention of entry of un-authorized person including Hawkers, Vendors etc., prevent theft, pilferage and misappropriation, control and checking of entry and exit of personnel/vehicle/trucks etc., patrolling of the area of 105 (approx), to ensure security inside the zone and other specific assignments as and when necessary as per the order of the Cochin SEZ Authority.

A. General Terms & Conditions of the NIT

(1) The bidders will be required to pay a non-refundable amount as processing fee along with application through a Demand Draft drawn in favour of **Cochin SEZ Authority**, Cochin. The processing fee for the various categories are as follows:-

1. Providing of 06 (Six) Private Security Guards [Ex-Servicemen] at Cochin SEZ, Cochin -682937 - **Rs.1000/-**

(2) The bidder shall be required to submit Earnest Money with application through demand draft, drawn in favour of **Cochin SEZ Authority, Cochin** . The Earnest money for the various categories are as follows:-

1. Providing of 06 (Six) Private Security Guards [Ex-Servicemen] at Cochin SEZ, Cochin - **Rs.1000/-**

(3) The Bid submitted without processing fee shall be rejected outright without reference to the bidder.

(4) After finalization of the bid, Cochin SEZ Authority shall issue a letter of Intent to the successful bidder. The successful bidder shall be required to communicate acceptance of the terms and conditions of the contract.

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(5) The successful bidder shall employ qualified, skilled Ex-Service personnel and shall ensure that all such personnel have valid licenses/certificates applicable under the law.

(6) The successful bidder shall comply with the requirements of all the Acts, Laws, Statutes, Bye-laws, Rules and Regulations for example ESI, EPF, Labour Laws etc. for the purpose of fulfilling all the obligations of the contract.

(7) The successful bidder shall at all times during the currency of the contract ensure highest standards of safety and security of the zone. In case of any accident / damage to any equipment/ people / any other infrastructure belonging to Cochin SEZ Authority or of other parties/agencies, the successful bidder shall be solely accountable to all liabilities and losses thereof at his expense.

(8) The successful bidder shall keep Cochin SEZ Authority indemnified throughout the period of contract for any loss, damage and expenses whatsoever which Cochin SEZ Authority may suffer or may have to suffer due to fault on the part of the successful bidder in discharging any/other obligations as per provisions of the contract. Assessment of damages, expenses, costs etc. if any, will be borne by the bidder. In case the successful bidder damages property belonging to parties other than Cochin SEZ Authority, assessment of damages, expenses, cost etc. if any will be borne by the bidder.

(9) The successful bidder shall not assign the contract or any part of the contract to any other agency without approval of Cochin SEZ Authority.

(10) The successful bidder shall be responsible for payment of taxes, duties, Cess, assessment or any other charges which may be levied by any statutory Authority during the currency of the contract.

(11) The successful bidder shall at its own cost and arrangements obtain and maintain all required statutory clearances and permissions as may be required by Law for undertaking the operations under provision of the contract.

(12) Depending upon the situation and quality/credential of the bidders It is open to the Cochin SEZ Authority not to award the contracts to the lowest bidder only.

(13) The Contract should be for a period of one year [12 months].

(14) Persons deployed by the successful bidder shall have no claim for any employment under this office.

(15) The Cochin SEZ Authority will not be responsible for providing any residential accommodation/fooding for the personnel of the bidder. If required, the same has to be arranged by the bidder.

(16) It is mandatory for the bidders to sign on all pages.

(17) Monthly bills shall be submitted in triplicate to the authority specified in contract and payment will be made after deduction of necessary TDS on the amount.

(18) The bidder shall submit the Organization Profile.

(19) The bidder shall submit a list of similar contracts undertaken for the last three years.

A1 Additional terms and conditions for supply of private security guards [Ex-Servicemen] :-

(1) The Contractor (security agency) should have been in the business of recruitment and supply of Ex-servicemen security guards for minimum three years. Necessary proof/list of similar contracts undertaken for the last three years required.

(2) The Contractor should be in possession of necessary license from government authorities for running security agency.

(3) Ex-servicemen Guards should have their antecedents verified from the local Police Station, at the instance of the Contractor and a copy of such verification reports should be submitted before commencement of the contract.

(4) The contractor should have complied with all the legal provisions pertaining to his/ its line of business.

(5) The Contractor shall provide dedicated Ex-Servicemen security guards and any change in the workforce supplied should be made only in very exceptional circumstances. Replacement of security guards should be provided in the event of sickness or in any other circumstances. The guards must report to duty strictly for eight hours (in each shift), seven days of a week as per the roster or duty schedule to be prepared in this regard. This shall exclude the half hour lunch break, turn by turn. In case of weekly off, substitute security guard should be provided under intimation to Cochin SEZ Authority.

(6) The Successful bidder shall provide qualified and skilled Ex-Servicemen security guards for proper security arrangement in an around the zone. Their full bio-data with photograph to be submitted to the Cochin SEZ Authority before engagement.

- (7) Guards should have undergone proper training on all security related issues, should be decent and well behaved and do not participate in any activity prejudicial to the interest of the Cochin SEZ Authority.
- (8) Once the Guard has been allotted a spot/site he/she shall remain in the same position till he is shifted.
- (9) In case, a security guard remains absent from duty, a substitute shall be provided by the contractor immediately. In case a substitute is not provided, charges will be deducted on pro-rata basis. In addition to the above, a penalty may also be levied for late reporting/ non-reporting of guards. The decision of the Cochin SEZ Authority on the matter is final and binding on the Contractor.
- (10) The successful bidder shall provide essential safety/security related licensed equipment to the security guards to be deputed.
- (11) The successful bidder shall at all times during the period of the contract ensure highest safety and security of the assets of the Cochin SEZ Authority and the Units therein against theft, pilferage and misappropriation.
- (13) The security guards shall be responsible for prevention of entry of unauthorized person including Hawkers, Vendors etc. and regulate entry and exit of cargo/material and vehicular traffic etc.
- (14) The successful bidder shall provide proper uniforms for all seasons, including raincoats, tools, torch, battery, lathi/baton/gun and whistle etc. for the security guards at his own cost and expenses.
- (15) The Security guards shall wear uniform, boot/shoes, belts, caps, badge and equipped with other tools such as whistle, lathi/baton of normal sizes as used by the Police Department whenever they are on duty.
- (16) In case of theft or loss or damage, on inspection if it is found that the same has been caused due to negligence of the Security Agency or any of its employees, the Cochin SEZ Authority will be entitled for compensation from the Security Agency. The said compensation shall be in addition to the findings and recommendations that the inspecting authority may propose. However, after enquiry/inspection, if it is found that such theft or loss or damage has been caused by acts of commission and omission of the personnel of the Security Agency or if the personnel of the Security Agency has either taken active part in such acts or has aided and abetted in the acts of such commission and omission, the Cochin SEZ Authority shall be indemnified/compensated by the Security Agency on actual cost basis.
- (17) There shall be no claim or demand for compensation in the event of death/injury of any security guard deployed by the successful bidder in course of duty within the zone.

B. Bidding process

- (a) Valid Service Tax Registration details or copy of application thereof. If exempted, necessary documents in support of exemption.
- (b) Trade licence or any other appropriate permission to carry on Trade/Business.
- (c) Copies of audited annual accounts for the last three financial years.
(For security services only).
- (d) If the bidder is a Partnership firm, duly attested Partnership deed and in case of Company certified copy of the Certificate of Incorporation Memorandum and Article of Association.
- (e) Evidence of having handled similar security assignments in any other establishments since last three years either in its own name or as a Group company.
- (f) The bidder shall submit an undertaking that the financial bid does not contain any condition(s).
- (g) The bidder shall submit the Organization Profile.

The completed application/bid containing all the information requested in the NIT shall be submitted on or before **11am on 08.4.2015** to the Office of the Development Commissioner, Cochin SEZ, Government of India, Ministry of Commerce & Industry, Department of Commerce, Kakkanad, Cochin-682037.

C. Due date & time for submission and opening of Bid :-

- a. The bid should be submitted to the at the Office of the Development Commissioner, Cochin SEZ, Government of India, Ministry of Commerce & Industry, Department of Commerce, Kakkanad, Cochin-682037 not later than **11 AM 08.4.2015**, after which time and date, no bid shall be accepted.
- b. The Bid shall be opened on **08.4.2015 at 11.30 AM** the Office of the Development Commissioner, Cochin SEZ, Government of India, Ministry of Commerce & Industry, Department of Commerce, Kakkanad, Cochin-682037. The Bidder or his authorized representative may witness the opening if they so desire.

NOTE:- If the above day becomes a holiday/strike, then submission and opening of the earnest money and Technical part of the Bid will shift to the next working day.

D. Amendment of Bid document :-

a. At any time prior to the due date for submission of bid, Cochin SEZ Authority may, for any reason, whether at its own initiative or in response to queries/clarifications raised by the bidders during pre-bid meeting or otherwise modify the bid document by the issuance of Addendum in the official Web-site of Cochin SEZ Authority (www.csez.nic.in).

b. In order to afford prospective bidders, a reasonable time in which to take an addendum into account, or for any other reason, Cochin SEZ Authority may, at its discretion, extend the submission due date through appropriate notification in the official Web-site of Cochin SEZ Authority (www.csez.nic.in).

E. Validity of Bid :-

The Bid shall remain valid for acceptance for a period of 30(Thirty) days from the date of opening of the Bid.

F. Signing of Agreement:-

The successful Bidder will enter into an agreement/contract with Cochin SEZ Authority on a prescribed non-judicial stamp paper immediately upon issue of the LOI. The proforma for agreement will be furnished by Cochin SEZ Authority after issuance of LOI.

G. Event of default and Termination thereof:-

(a) If the successful bidder fails to perform or discharge any of its obligation under the provisions of the contract.

vc(b) The representation made or documents/certificates submitted by the successful bidder during the Bid stage or during the currency of the of the contract is/are found to be false or misleading.

(c) The successful Bidder assigns or transfers the contract to any third party without the permission of the Cochin SEZ Authority.

(d) If the successful bidder through its employees or otherwise gets engaged or wrongly takes part in prohibited or unlawful activities or even fails to prevent such prohibited/unlawful activities.

(e) If the successful bidder fails to achieve the optimum level of performance within one month from the date of commencement of contract/agreement.

(f) In the event of occurrence of any default as above or otherwise, Cochin SEZ Authority may proceed for terminating the contract by giving 1(one) month notice (termination period). The Contractor will be given an opportunity to defend himself both in writing or in person.

(g) During the termination period of 1(one) month the successful bidder may be asked by Cochin SEZ Authority to continue to discharge its obligation under the contract which are capable of being performed and mutually agreed upon.

H. General Information for the Bidders:-

(a) The bidder shall be deemed to have inspected the project area and including the available facilities, conditions prevailing and sought and received clarifications from competent authorities of Cochin SEZ thereon before quoting the rates, no cost incurred by the bidders in preparing their Bid or attending inspection of the site will be reimbursed by Cochin SEZ Authority.

I. Right to accept or reject any or all applications / bids

1. The Cochin SEZ Authority reserves the right to accept or reject any application/bid and to annul the bidding process and reject any or all of the applications/bids at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons thereof. In the event the authority rejects or annuls any or all of the bids, it may, at its discretion, invite all eligible bidders to submit fresh bids.

2. In case of any dispute or difference arising with the contractor during the period of Contract, the decision of the Cochin SEZ Authority will be final and binding.

3. The Hon'ble Courts at Ernakulam shall have exclusive jurisdiction with respect to any matter or dispute arising out of or in any way touching or concerning this Agreement.

SD/-

(N.V.Joy)

SECURITY OFFICER, COCHIN SPECIAL ECONOMIC ZONE