

## Bid Corrigendum

GEM/2023/B/3772028-C4

Following terms and conditions supersede all existing “Buyer added Bid Specific Terms and conditions” given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

### Buyer Added Bid Specific Additional Terms and Conditions

1. OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration
2. Text Clause(s)

### General

### Instructions for Bidders to participate in the Bid:

Bid Reference No.: GEM/2023/B/3772028

Date: 16/08/202

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Details pertaining to the Bidding Process; Eligibility Criteria; scope of work; Financial Evaluation Process and Terms & Conditions are as per following Annexures:

Sr. No.	Particulars	Annexure
1.	Evaluation and Comparison of Bids	Annexure-A
2.	Award of Contract	Annexure-B
3.	Technical Evaluation Process- Evaluation and Qualification Criteria	Annexure-C
4.	Financial Quote & Financial Evaluation Process	Annexure-D
5.	Scope of Work	Annexure-E
6.	Additional Terms & Conditions (ATC)	Annexure-F
7.	Self-certification of non-debarment on Bidder's Letter-head	Annexure-G
8.	List Ex-service man Armed Security Guards & Unarmed Ex-serviceman Gurads	Annexure-H

2. Interested bidders must register on the GeM portal and upload their technical and financial bids **separately** alongwith all requisite documents alongwith all requisite documents within the time and date stipulated on GeM.

3. Before preparing the bid and submitting the same on the GeM portal, the Bidder should read and examine all the eligibility criteria, Scope of work, Financial Evaluation Process and terms & conditions. Bidders are expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. Failure to provide required information or to comply with the instructions incorporated in this Bidding Documents may result in rejection of bids submitted by Bidders.
4. The bidder is solely responsible for timely uploading of bids on the GeM portal. SEEPZ SEZ Authority shall not be liable for resolving any queries / issues raised on the last day of bid submission. Bidders are requested to check the system requirements for using the GeM portal and uploading bids adequately in advance to avoid issues from cropping up at the last minute.
5. In case of any issues or queries related to the GeM portal, Bidders may seek clarification on GeM portal only before opening of Technical Bid. Queries/ complaints/ clarifications on email will not be entertained. After opening of Technical Bid, no query/ complaint/ clarification will be entertained related to Eligibility Criteria/documents to be uploaded.
6. 6. The technical bids comprising all documents specified at **Annexure-C**, maybe compiled into a single PDF document. All pages in the document should be serially numbered and an index specifying contents of the bid should be populated at the beginning of the document. Documents not mentioned in Index, will not be considered for technical evaluation.
7. **Wrong declarations/submissions of documents will lead to forfeiture of the bid security (EMD) amount.**
8. 8. Authorized signatory of the bidder shall sign, either physically or digitally, on each page of the bid. This signature should be accompanied by bidder's official seal.
9. Technical bids shall be opened online at time and date stipulated on GeM or as per the decision of Competent Authority. Bidders can see the tender opening status by logging on to the GeM portal using their registered IDs.
10. The date of submission and opening of bids shall not be extended except when:
  - a). Sufficient number of bids have not been received within the given time and the SEEPZ SEZ Authority is of the opinion that further bids are likely to be submitted if time is extended; or
  - b). The Bidding Documents are required to be substantially modified otherwise and the time for preparations of bids by the prospective Bidders appears to be insufficient for which such extension is required.

c). In cases where the time and date of submission of bids is extended, an amendment to the Bidding Documents shall be issued by the SEEPZ SEZ Authority on GeM Portal.

11. The deadline for submission of bid security (EMD) @5% is the same as the deadline for submission of bid.
12. The financial bid must be submitted separately. Any indication of price offering in the **technical bid** shall lead to disqualification of the bidder.
13. Financial bids of only technically qualified bidders shall be opened after approval of Technical Evaluation Committee, SEEPZ SEZ Authority and as per GeM portal procedures.
14. SEEPZ SEZ Authority reserves the right to accept or reject any or all of the bids at any point of time during the bidding process.
15. In case of breach of the code of integrity by a Bidder or a prospective Bidder, the SEEPZ, SEZ Authority, after giving a reasonable opportunity of being heard, may take appropriate measures including-
  - i). Exclusion of the Bidder from the procurement process;
  - ii). Calling off of pre-contract negotiations and forfeiture or encashment of bid security;
  - iii). Forfeiture or encashment of any other security or bond relating to procurement;
  - iv). Recovery of payments made by the Procuring Entity along with interest thereon at bank rate;
  - v). Cancellation of the relevant contract and recovery of compensation for loss incurred by the SEEPZ SEZ Authority;
  - vi). Debarment of the Bidder from participation in any future procurements of any Procuring Entity for a period of upto three years.

In case of breach of the code of integrity by any officer/ employee/ outsourced staff, the SEEPZ, SEZ Authority, after giving a reasonable opportunity of being heard, may take appropriate measures and actions after due deliberation.

16. This tender is open to all bidders fulfilling the eligibility criteria however, SEEPZ SEZ officers and employees and their relatives (Spouse or Children) are not eligible to participate in the tender. Bidders involved in corrupt and fraudulent practices or debarred from participating in Public Procurement by any state government or any procuring entity of the central government shall not be eligible.

17. Amendments to Bidding Documents:

- a). At any time prior to the deadline for submission of bids, the SEEPZ, SEZ authority may, for any reason deemed fit by it, amend or modify the Bidding Documents by issuing Amendment(s)/corrigendum.
  - b). Such Amendment(s) /corrigendum will be published on SEEPZ, SEZ authority's website or on the GeM portal and the same shall be binding on all prospective Bidders.
  - c). In order to give reasonable time to prospective Bidders to take necessary action in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids and other allied time frames which may be linked with that deadline.
  - d). Any Bidder who has downloaded the Bidding Documents should check the Amendment(s), if any, issued on the SEEPZ, SEZ authority website and on the GeM portal. The Procuring Entity shall not be responsible in any manner if prospective Bidders miss any Amendment(s) published on SEEPZ SEZ Authority's website or on the GeM portal.
18. Information relating to the evaluation of bids and recommendation of contract award, will not be disclosed to Bidders or any other persons not officially concerned with the bidding process until the same is published officially on the GeM portal for information of all Bidders. Any effort by a Bidder to influence the Procuring Entity in the evaluation or contract award decisions shall result in the rejection of its Bid.
19. The amount of performance security (ePBG) to be submitted by successful bidder shall be **5%** of the total price quoted by the bidder i.e. total Contract amount for three years. The amount of bid security shall be in the form of an electronic transfer (RTGS/ N EFT/ Net Banking etc.)

The beneficiary details are:

**Name of the Beneficiary:** SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY

**Bank and Branch Name:** Punjab National Bank, SEEPZ branch

**Account no.:** 1253002100028398

**IFSC Code:** PUNB0125300

**Payable at:** Mumbai

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**Annexure-A**  
**(Evaluation and Comparison of Bids)**

## 1. **Other Non-conformities**

- a). The Bid Evaluation Committee may waive non-conformities in the bid that do not constitute a material deviation, reservation or omission and deem the bid to be responsive;
- b). The Bid Evaluation Committee may request the Bidder to submit necessary information or documents which are historical in nature like audited statements of accounts, tax clearance certificate, PAN, etc. within a reasonable period of time. Failure of the Bidder to comply with the request within the given time shall result in the rejection of its bid.
- c). The Tender Evaluation Committee may rectify immaterial non-conformities or omissions on the basis of the additional information or documentation received from the Bidder.
- d). The decision of the Tender Evaluation Committee on admission and acceptability of any historical document shall be final and not liable to be contested as if shall be limited to historical documents prior to publication of tender notice as applicable.

## 2. **Determination of Responsiveness**

- a). The Bid Evaluation Committee shall determine the responsiveness of a bid to the Bidding Documents based on the contents of the bid submitted by the Bidder;
- b). A bid shall be deemed to be substantially responsive if it meets the requirements of the Bidding Documents without any material deviation, reservation, or omission where:-
  - i). “deviation” is a departure from the requirements specified in the Bidding Documents;
  - ii). “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
  - iii). “omission” is the failure to submit part or all of the information or documentation required in the bidding documents.

- c). The Bid Evaluation Committee shall examine the technical aspects of the bid in particular to confirm that all requirements of Bidding Documents have been met without any material deviation, reservation or omission;
- d). The Bid Evaluation Committee shall regard a bid as responsive if it conforms to all requirements set out in the Bidding Documents, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Bidding Documents, that is, there is no material deviation, or if it contains errors or oversights that can be corrected without any change in the substance of the bid;
- e). Bids that are not responsive or contain any material deviation shall be rejected. Bids declared as non-responsive shall be excluded from any further evaluation.

### 3. **Non-conformities, Errors and Omissions**

- a). Provided that a bid is substantially responsive, the Procuring Entity, being SEEPZ, SEZ authority or authorized representative may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-conformities or omissions in the bid related to documentation requirements. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

### 4. **Evaluation of Bids**

- a). Technical evaluation of bids shall be carried out based on the criteria stipulated under **Annexure-C- Evaluation and Qualification Criteria'**; however, interpretation of the evaluation committee will be final and binding.
- b). The evaluation of financial bids shall exclude GST. Section 16 of the I GST Act categorizes services provided to SEZs as zero-rated. Hence, there shall be no instance of GST.

### 5. **Right to Accept Any Bid and to Reject Any or All Bids**

The SEEPZ SEZ Authority reserves the right to accept or reject any bid, and to cancel /annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to

he Bidders for which the SEEPZ SEZ Authority shall keep record of clear and logical reasons properly for any such action / recall of bidding process. In case of cancellation/ annulment, all bids submitted and specifically, bid securities (EMD), shall be promptly returned to the Bidders.

## 6. Others

- a). The Private Security agencies having valid PSARA License along with ISO 9001: 2015 & 18788:2015 certified with experience in providing security services to Govt. Organizations, Public Sector Undertaking, Autonomous Bodies or Private Sector may submit the Bid.
- b). Any of the JV/Consortium partner shall have at-least one regional Office at MMRDA Region.
- c). The bidder should follow the Central Minimum Wages act for Skilled/ Semi-Skilled Security Guards, as applicable.
- d). The Armed Guard should not be in Low Medical Category i.e. should be physically fit and mentally sound in all respects. Medical category recorded in the **discharge book** of the ex-servicemen or ex-Para military personnel only will be considered.
- e). The outsourced Armed Guard should have valid gun license in his name for the gun/ pistol.
- f). Bidder has to upload "Name, ID No and Service Book" of 125 Ex-Service men & 10 Armed Guards in prescribed format at **Annexure-H**. In case Tendering Agency gets the contract against this bid, Minimum 40% Ex Servicemen from this list will be deployed at site. Verification of these documents will also be done by the buyer, if TEC recommend.
- g). The Client reserves the right not to accept the lowest bid (In Case not meeting the statutory compliances of Central wages or any other mandatorily applicable wages/ allowance.)
- h). The bidders who quote NIL charges/consideration, their bid shall be treated as unresponsive and will not be considered.
- i). The submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the job to be done/ service to be carried out an

d of conditions and local conditions and other factors bearing on the execution of the nature of specified job.

- j). Incomplete and conditional tenders are liable to be rejected. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum, if any.

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## **Annexure-B**

### **(Award of Contract)**

#### **1. Award Criteria**

- a). Subject to its bid being technically qualified, unconditional and complete, the bidder offering the lowest rate shall be considered for award of contract.
- b). Only those Bidders who are found to be eligible as per the stipulated criteria shall be considered qualified for opening of financial bids. The technically qualified bidder offering the lowest reasonable offer shall be considered for award of contract.
- c). MSME preference shall not be given because this is a high-risk service with requirement of a large and reliable work force, neither exemption nor preference shall be given to MSEs in the qualification / award criteria.
- d). In case multiple L1s, the contract shall be awarded to the bidder selected using automatic random L1 selection process on GeM.

#### **2. Notification of Award**

- a). Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the accepted bid price.
- b). Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.



### 3. Performance Security

- a). Within twenty-eight (28) days of the receipt of Letter of Acceptance from the SEEPZ SEZ Authority, the successful Bidder shall furnish the Performance Security in the form of a bank guarantee or electronic transfer in the name of SEEPZ, SEZ Authority of the amount specified in the Tender.
- b). Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security (EMD)/ debarment. In that event the SEEPZ, SEZ Authority may award the Contract to the next lowest Bidder, whose bid is substantially responsive and is determined by the SEEPZ, SEZ Authority to be qualified to perform the Contract satisfactorily.
- c). The validity of the **performance security (ePBG)** shall be for a period of **12 months beyond the date of completion of all contractual obligations.**

### 4. Signing of Contract

Promptly after notification of Award, the Procuring Entity shall send the successful Bidder the Contract Agreement. Within fourteen (14) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the SEEPZ, SEZ Authority.

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## Annexure-C

### (Technical Evaluation Process- Evaluation and Qualification Criteria)

This Annexure contains all the criteria, which are required to be fulfilled by the Service Provider at the stage of Technical Evaluation:

#### 1. Eligibility Criteria:

As per para 9.15.1 & 9.15.3 of Manual for Procurement of Consultancy & Other Services, Bidders with below mentioned eligibility are eligible to apply for the Bid:

S. No	Criteria	Documents to be submitted	Applicability in case of JV/ Consortium
	(A)	(B)	(C)
1	· Bidder must be a valid legal entity re	· Registration Inc	· Documents me

	<p>gistered with appropriate government authority in the form of a firm / company / LLP / Consortium Joint Venture and must be in existence since FY 2019-20.</p>	<p>orporation certificate,</p> <ul style="list-style-type: none"> <li>· GSTIN Registration (Maharashtra) certificate in view of the requirement in Clause 2 (6) below, and</li> <li>· PAN of firm.</li> </ul>	<p>ntioned in Column "B" of each JV/ Consortium partner.</p> <ul style="list-style-type: none"> <li>· Duly notarized JV/ Consortium agreement.</li> </ul>
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**Note:**

- i). Any doubt/ query/ clarification related to required documents may be sought before opening of Technical Bid.**
- ii). Above mentioned documents are necessary to be provided by the bidder before opening of Technical Bid, failing which, bidder will be disqualified at Technical Qualification stage only, without providing any further opportunity.**

**1. 2. Qualification Requirements**

As per 9.15.2 & 9.15.3 of Manual for Procurement of Consultancy & Other Services, SEEPZ SEZ Authority will assess qualifications of participating bidders according to the following criteria, based on the corresponding documentary evidence to be submitted by the bidders:

S. No.	Criteria	Documents to be submitted	Applicability in case of
1	<p>* Average Annual financial turnover of related/similar services during the FY 2019-20, 2020-21 &amp; 2021-22, ending 31st March of the previous year, should be at least Rs. 2,61,00,000/-</p>	<p>*Audited financial statements for the financial years 2019-20, 2020-21 &amp; 2021-22. [alongwith Notes to P&amp;L Account]</p> <p>*CA certificate clearly stating that the bidder has positive net worth during each of the past three FYs for related/similar nature of services in case of multiple businesses of the bidder.</p>	<p>*All partners should collectively meet the criteria; provided that the lead partner must meet at least 50% of the stipulated requirement alone and the other partner must meet at least 25% of the stipulated requirement alone.</p>
2	<p>* The bidder must have successfully executed/completed Security Personnel Services, over the last four year i.e. (FY 2019-20 to July-2023).</p>	<p>*Summary of relevant experiences.</p> <p>a) Completion certificates i</p>	<p>*All partners should collectively meet the criteria; provided that the lead partner must meet at least 50% of</p>

	<p>a) Three similar completed services costing not less than Rs . 3,48,00,000/-; or</p> <p>b) Two similar completed services costing not less than Rs. 4,35,00,000/-; or</p> <p>c) One similar completed service costing not less than Rs. 6, 96,00,000/-.</p>	<p>issued by the clients clearly mentioning the name of the assignment, scope of work, value of the contract , etc. Satisfactory Performance Certificate from the previous employer.</p> <p>b) In case of ongoing project the corresponding contract agreement/work order and self-certification may be submitted</p> <p>provided, at least 80% of the total payment has been received by the service provider (Confirmation by Procuring Entity on letterhead to be submitted)</p>	<p>the stipulated requirement alone and the other partner must meet at least 25% of the stipulated requirement alone.</p>
3	*Bidder should have a positive net-worth during each of the past 3 financial years i.e. (FY 2019-20 to 2021-22)	*CA certificate clearly stating that the bidder has positive net worth during each of the past 3 FYs i.e. (FY 2019-20 to 2021-22).	*Documents of each JV/Consortium partner shall be submitted.
4	*Must not be presently debarred/blacklisted by any procuring entity under the central government including PSUs and autonomous entities or by state governments or by multilateral agencies such as the World Bank, Asian Development Bank, etc.	*Self-declaration of not having been debarred/blacklisted by any of the entities mentioned in this criterion at present.  (In Annexure-G: Self-certification of non-debarment)	*Documents of each JV/Consortium partner shall be submitted.
5	*The Bidders should have obtained a license from controlling authority, under section 7(5) of "The Private Security Agencies (Regulation) Act, 2005.	*Copy of valid PSARA license for operational district Mumbai.	*Each partner in JV/Consortium shall have the required licenses.
6	*Bidder must have registered with the Office of EPF, ESIC Professional Tax, MLWF & Shop & Establishment Act.	*Self-certified copies of registered Certificates/documents	*Each partners should fulfill individually
7	*Bidder has to provide a list of at-least 125 Ex-Serviceman & 10 Armed Guards available with them to be deployed having details- Name, Mobile Number, Service book No and Discharge Book ". Also, submit copies of Ex-serviceman ID Cards or Service book and Discharge Book of the Ex-Servicemen's mentioned in the list.  Note: Minimum 40% Ex Servicemen from this list will be deployed at site.	*List of at-least 125 Ex-Serviceman & 10 Armed Ex-Serviceman Guards in Annexure-H.  *copies of Ex-Serviceman; ID Cards, or,  Service book and Discharge Book	* All partners should fulfill collectively.

8	* ISO CERTIFICATES ISO 9001: 2015& 18788: 2015.	* Copies of ISO Certificates	* Documents of any of the JV/Consortium partner shall be submitted
9	* The Bidder must have at-least one regional Office in MMR DA Region.	*Copy of GSTIN indicating the address as Principal or Additional Place of businesses.	*Any of the JV/Consortium partner shall have at-least one regional Office at MMR DA Region.

Note:

- i). Any doubt/ query/ clarification related to required documents may be sought before opening of Technical Bid.**
- ii). Above mentioned documents are necessary to be provided by the bidder before opening of Technical Bid, failing which, bidder will be disqualified at Technical Qualification stage only, without providing any further opportunity.**
- iii).** Bidders must ensure that the documentary evidence submitted by them as proof of their qualification must provide the necessary information in adequate details to establish the facts without a scope for doubt.
- iv).** Any scanned documents being submitted must possess adequate resolution to ensure their legibility without confusion.
- v).** In case any information necessary for establishing bidder's qualifications is not clear from the documents submitted, the evaluation committee's interpretation in that regard shall be final.
- vi).** Incomplete or unclear documents may lead to disqualification of the bidder.

## Annexure-D

### (Financial Quote & Financial Evaluation Process)

- 1.** The evaluation of financial bids shall be excluding GST. Section 16 of the IGS T Act categorizes services provided to SEZs as zero-rated. Hence, there shall be no instance of GST.
- 2.** Bidders are required to quote lump-sum amount which shall include Minimum Wages & other mandatory allowance as per clause 3(h)(vi) of Annexure-F along-with Service Charges. No other charge will be payable other than quoted lump-sum amount during the Complete Contract period except condition mentioned at 3 (h)(x) of Annexure-F. However, successful L1 bidder shall mandatorily submit breakup of salary components as mentioned in para 3 below, before deploying the manpower.
- 3.** The Bidder shall provide breakup of Salary components i.e. category-wise m

Minimum wages; all proposed allowances and service charges as per clause 3(h)(ix) of Annexure-F. Breakup is only for “after award of contract” compliance purpose. This will not have any bearing for Financial Evaluation.

4. Financial Evaluation will be based on the total quoted lump-sum amount by the bidder as mentioned at para (2) above; however, the breakup of Salary components as mentioned at para (3) above is mandatorily to be provided by the bidders, before deploying the manpower.
5. For the purpose of financial evaluation, the evaluation committee shall use the comparison generated on the GeM portal subsequent to financial bid opening. However, in case of any technical issues/multiple L1 in identifying the successful lowest bidder using the system-generated comparison, the evaluation committee shall Run Random Algorithm as per Gem Terms and Conditions (GTC) 3.0 4(Xiii)(i)(a).

## **Annexure-E**

### **(Scope of Work)**

#### **1. Background**

Santacruz Electronics Export Processing Zone (SEEPZ) is a Special Economic Zone in Mumbai, India with a geographical spread of nearly 110 Acres with 9 major buildings (and other private buildings built by units on leased plots) with multiple private buildings (approximately 4 Lakh square feet of space).

#### **2. Objectives and Scope of Work**

The purpose of this service is to provision fool proof Security Measures at the SEEPZ, SEZ Authority’s premises. The service provider would provide required equipment and personnel for the mentioned shifts as per the requirements of the SEEPZ, SEZ Authority.

3. The following indicate the different roles in the security services for which hiring is being done and the qualifications and experience required for the service persons.

#### **3.1 Role and Responsibilities**

Roles	Desired Qualifications	Responsibilities
*EX Service Man Security Supervisor (Armed Security; Guards shall play the role of ASO & Security Supervisor for respective Deployment)	<ul style="list-style-type: none"> <li>* Should be a retired JCO or Equivalent from Army, Navy, IAF, Paramilitary Forces, Central Police Forces</li> <li>* Should have knowledge of s</li> </ul>	<ul style="list-style-type: none"> <li>* Working shifts round the clock.</li> <li>* Should be required to carry out supervision of all security related activities in the organiz</li> </ul>

	<p>ecurity relatede matters , indu strial safety and allied function s</p> <p>*Should be able to exercise co mmand and control over the s ecurity personal deployed</p> <p>*Physical standards and medic al fitness as per PSARA Act an d Rules.</p> <p>*Minimum 12th pass</p> <p>*Should have knowledge of En glish, Hindi &amp; Local Language</p> <p>*Experience of 5 years</p> <p>*Surveillance and observation ski9lls.</p> <p>*Strong reporting askills.</p> <p>* Working knowledge of public safety, security operations, an d procedures.</p> <p>*Knowledge of Centre &amp; state l aws and reuglations related to Security.</p>	<p>ation as well as advice and ass it security guards and other se curity related persons in carryi ng out their duties</p> <p>*should be able to carry out or supervise protocol activities of receiving, escorting, seeing VI Ps to and to liaise with police a nd other investigating agencie s as and when required</p> <p>*Carry out activity of protectin g the premises from any un-au thorized entry, robbery, theft e tc.</p> <p>*To provide private security to another person or property or both,</p> <p>*Patrol premises regularly to maintain order and establish p resence</p> <p>*Monitor and authorize entran ce of vehicles or people in the property</p> <p>*Presents losses and damage by reporting irregularities and i nforms violators of policy and procedures. Check surveillanc e cameras periodically to ident ify disruptions or unlawful actr s.</p> <p>*Investigate people for suspici ous activity or possessions</p> <p>*Respond to alarms by investi gating and assessing the situa tion</p> <p>*Apprehend and detain perpet rators according to legal proto col before arrival of authorities</p> <p>*Submit reports of daily survei llabnce activity and important occurrences</p> <p>*Any other work assigned by t he SEEPZ-SEZ Authority.</p>
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\*EX Service Man Un-armed Security Guard

- \* Should be a retired NCO or other rank from Army, Navy, Air Force, Paramilitary Forces, Central Police Forces or State Police Forces
- \*Should have knowledge of Security related matters, industrial safety and allied Functions.
- \* Minimum 10th pass
- \* Should have knowledge of Hindi or English and local language
- \* Good physique and personality
- \* fulfilling requirements of physical standards and medical fitness as per PSARA Act and Rules
- \* (As per Maharashtra Private Security Agencies Regulation Rules, 2007-)
- \* Minimum Experience 3 years

- \* working shifts round the clock
- \* Carry out activity of protecting the premises from any unauthorized entry, robbery, theft etc.
- \* To provide private security to another person or property or both,
- \* To render necessary assistance to the police in the process of any investigation pertaining to the activities of the agency in which he is employed.
- \* To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties
- \*Any other work assigned by the SEEPZ-SEZ Authority.

Un Armed Male Security Guard

- \* Should have knowledge of Security related matters, industrial safety and allied Functions
- \* Preference will be given to a person who has served in police and Home Guards
- \* Minimum 10th pass
- \* Should have knowledge of Hindi or English and local language
- \* Good physique and personality
- \* fulfilling requirements of physical standards and medical fitness as per PSARA Act and Rules
- \* (As per Maharashtra Private Security Agencies Regulation

- \* working shifts round the clock
- \* Carry out activity of protecting the premises from any unauthorized entry, robbery, theft etc.
- \* To provide private security to another person or property or both,
- \* To render necessary assistance to the police in the process of any investigation pertaining to the activities of the agency in which he is employed.
- \* To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties
- \*Any other work assigned by t

	<p>Rules, 2007-)</p> <ul style="list-style-type: none"> <li>Minimum Experience 3 years</li> </ul>	<p>he SEEPZ-SEZ Authority.</p>
Un Armed Lady Security Guard	<ul style="list-style-type: none"> <li>Should have knowledge of Security related matters, industrial safety and allied Functions</li> <li>Preference will be given to a person who has served in police and Home Guards</li> <li>Minimum 10th pass</li> <li>Should have knowledge of Hindi or English and local language</li> <li>Good physique and personality</li> <li>fulfilling requirements of physical standards and medical fitness as per PSARA Act and Rules</li> <li>(As per Maharashtra Private Security Agencies Regulation Rules, 2007-)</li> <li>Minimum Experience 3 years</li> </ul>	<ul style="list-style-type: none"> <li>working shifts round the clock</li> <li>Carry out activity of protecting the premises from any unauthorized entry, robbery, theft etc.</li> <li>To provide private security to another person or property or both,</li> <li>To render necessary assistance to the police in the process of any investigation pertaining to the activities of the agency in which he is employed.</li> <li>To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties</li> <li>Any other work assigned by the SEEPZ-SEZ Authority.</li> </ul>
Baggage Inspector ( on need basis from Un armed Security Male Guard)	<ul style="list-style-type: none"> <li>should have knowledge about Baggage screening procedures and experience using baggage screening equipments along with Desired Qualifications of Un-armed Male/Lady Security Guard.</li> </ul>	<ul style="list-style-type: none"> <li>Work in shifts round the clock</li> <li>To undertake screening of bag or packages and articles being brought in and out of the premises</li> <li>To render necessary assistance to the police in the process of any investigation pertaining to the activities of the SEEPZ SEZ Authority</li> <li>To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties</li> <li>And,</li> <li>All the duties of Un Armed M</li> </ul>



		<p>ale/Lady Security Guard, if deployed other than Baggage Scanner post.</p> <p>*Any other work assigned by the SEEPZ-SEZ Authority.</p>
CCTV Operator (on need basis from Un armed Security Male Guard)	<p>* Back ground of surveillance and monitoring through CCTV systems alongwith Desired Qualifications of Un-armed Male/Lady Security Guard.</p>	<p>*Work in shifts round the clock</p> <p>*overall responsible for all CCTV surveillance security, vigilance including maintenance of documents related to CCTV operations</p> <p>And</p> <p>* All the duties of Un Armed Male/Lady Security Guard, if deployed other than CCTV Operator post.</p> <p>*Any other work assigned by the SEEPZ-SEZ Authority.</p>

### 3.2 Additional Responsibilities

In addition to roles and responsibilities indicated above following shall also be part of responsibilities of security personnel.

- (i) To Provide Security services for protection of life, Security against theft, pilferage, fire etc for man and material in the premises.
- (ii) Physical guarding of entry/exit points, Responsible for frisking/checking of the visitors during office hours and after, Screening /Directing of visitors .Visitor management in common and during special occasions. Guiding visitors to the concerned officials/occupants, regulating entry. Control the access of persons/vehicles in to and out of the complex and regulating entry of unwanted visitors/sales man and maintenance of visitor register.
- (iii) Checking of gate passes, allowing the entry and exit of material and regulating the entry and exit of vehicles accordingly. Records of the inwards and outwards movement of men and material's, vehicles etc to be maintained with proper checking as per instructions given from time to time by the SEEPZ, SEZ Authority.
- (iv) Patrolling and guarding various common areas and surroundings to ensure

adequate safety and security. Preventing entry of stray animals like cow, dogs etc. Round the clock patrolling of sites. Ensuring that boom barriers and access control systems are monitored and are in operational condition.

- (v) Assisting the occupants during emergency evacuation of building. Effective involvement during the crisis management like accidents and bomb threats. Involve in frequent drills for preparation for emergencies. Handling of disaster management in case of emergencies and disasters.
- (vi) Rescue operation of passengers if stranded in lifts, Help occupants in any accidents or medical emergencies. Handling situation in case of fire.
- (vii) Liaison with appropriate agencies in case of disaster and emergencies and keep excellent liaison and contact with all such agencies.
- (viii) Lodging of Complaints/FIR in case of any crime or violence and assist the police and other security agencies in their investigation in any related matter.
- (ix) The agencies shall appoint a supervisor at SEEPZ SEZ AUTHORITY to oversee the deployment of their personnel and supervise as to take care of entrusted Security Work as per the instructions of Security Officer and any authorized person thereof from the SEEPZ SEZ AUTHORITY. No additional remuneration for the said supervisor will be paid by the SEEPZ SEZ Authority & the cost of the same is to be borne by the Service provider only.

Any other responsibility in connection with performance of the roles specified though not specifically covered above shall also be considered as part of the responsibilities of the security personnel.

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## **Annexure-F**

### **[Additional Terms & Conditions (ATC)]**

**This Section Contains Additional Terms & Conditions(ATC) than available on GeM, however, General Terms & Conditions (GTC) and Special Terms & Conditions of GeM also applicable on the Service Provider. Whenever, there is contradiction in the SEEPZ SEZ added ATC and GTC & STC of GeM, SEEPZ SEZ Authority's interpretation will be final.**

## **1. SEEPZ,SEZ Authority's obligations**

- (i) The SEEPZ,SEZ Authority will give basic training/familiarization of the Security services required to be done by the personnel to be deployed by the Service Provider under the contract for 2 to 3 days in premises and this period will not be counted as shift manned by Service Provider's personnel for the purpose of payment under the contract.
- (ii) SEEPZ,SEZ Authority shall provide necessary infrastructure, Equipments such as X ray baggage screening if such screening is involved , furniture etc for the security personnel to carry out their functions. However uniform, torches, lathi Arms, badges, etc shall be provided by service provider.
- (iii) Deployment of security personnel shall be with the concurrence of nominated official of SEEPZ,SEZ Authority and nominated official shall be responsible for close co-ordination with the service provider and shall monitor the activities performed by the service provider persons and will be responsible for its optimum utilization.
- (iv) The SEEPZ,SEZ Authority shall share deployment maps, patrol routes, time slots for deployment and a standard operating protocol for adherence by the Service provider and non-compliance thereof shall be interpreted as violation of the Service Level Agreement. Further, Service Provider shall keep the deployment maps, patrol routes, time slots for deployment and a standard operating protocol confidential.
- (v) The SEEPZ,SEZ administration shall notify a Contract Management framework wherein a hierarchical contract monitoring of management of the service providers adherence to the Contract Conditions and SLA's shall be monitored, evaluated and payment milestones appeared as per pre-agreed rates quotes, accepted and contract awarded thereof. Penal fine as per due provision of contract shall be levied on failure to confirm to all SLA's as per the Vendor/Service provider having shortcoming in the SLA's as per the contract agreement such conflict management shall have a pre-defined periodicity.

## **2. Service Provider's Obligations**

### **a). Employment of Security personnel by service provider:**

- (i) The Armed Guard should not be in Low Medical Category i.e. should be physically fit and mentally sound in all respects. Medical category recorded

in the discharge book of the ex-servicemen or ex-Para military personnel only will be considered.

- (ii) The outsourced Armed Guard should have valid gun license in his name for the gun/ pistol.
- (iii) Tendering Agency has to upload "Name, ID No and Service Book" of 125 Ex-Servicemen & 10 Armed Guards. In case Tendering Agency gets the contract against this bid, Minimum 40% Ex Servicemen from this list will be deployed at site. Verification of these documents will be also done by the SEEPZ SEZ Authority, if any doubt arises.
- (iv) Service provider providing the security services shall not employ or engage any person unless he or she is a citizen of India or a citizen of such other country as permitted to be employed in terms of Government rules and regulations in force.
- (v) Service provider shall employ only Security personnel who have completed eighteen years of age and not above 40 years of age and in any case, Security Supervisor shall not be more than 50 years of age. Security agency shall only employ Security personnel who satisfied the service provider about his character and antecedents and has completed the prescribed security training. Service provider shall only engage Security personnel fulfilling such physical standards as may be prescribed in the PSARA 2005 and rules as amended on date. Further Security personnel shall satisfy any other conditions as may be prescribed in relevant rules.
- (vi) The Baggage Inspectors and CCTV operators shall be deployed on need basis from the Unarmed Male security Guards. Training shall be provided by the Service Provider in co-ordination with SEEPZ, SEZ authority and no additional remuneration/incentives will be given.
- (vii) No person who has been convicted by a competent court or who has been dismissed or removed on grounds of misconduct, or moral turpitude while serving in any of the armed forces of the Union, State Police Organization, Central or State Governments or in any private security agency shall be employed or engaged by the service provider.
- (viii) The antecedents of security staff deployed shall be verified by the service provider from local police authority and an undertaking in this regard is to be submitted to the department and SEEPZ, SEZ Authority shall ensure that the service provider complies with the provisions.

- (ix) The service provider shall deploy his Security personnel only after obtaining the SEEPZ,SEZ Authority approval upon interview, duly submitting curriculum vitae (cv) and police verification details of Security personnel. SEEPZ, SEZ Authority shall be informed at least one week in advance and service provider shall be required to obtain departments approval for all such changes along with their CVs.
- (x) The SEEPZ,SEZ Authority shall have the right, within reason, to have any Security personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any Security personnel with prior intimation to the SEEPZ,SEZ Authority, emergencies exempted.
- (xi) The Service Provider, at all times, shall ensure that the Security personnel deployed meets the minimum qualification and experience requirements stipulated in the scope of work above.
- (xii) **The Service Provider shall, at all times, abide by the applicable minimum wages rules as notified by the Ministry of Labour and Employment, Government of India (for Watch & Ward) and as applicable to Central Government Offices, as may be amended from time to time.** . The service provider must ensure that remuneration paid to all employees deputed under this assignment is commensurate with the minimum wages applicable at that time directly to the employees bank account & evidences of the same to be produced in reference of condition “3(h)(viii) in Annexure-F”. Any charges to be paid over and above will not be borne by SEEPZ, SEZ Authority.
- (xiii) The PoSH Act mandates that any organization having 10 (ten) or more employees shall constitute an Internal Complaints Committee by an order in writing. The PoSH Act has been implemented with an aim to prevent and protect women from sexual harassment at the workplace and thereby ensure a safe working environment for women. Service provider shall have an Internal Complaints Committee in the prescribed manner in order to receive and address the complaints of any sort of sexual harassment from women in a time-bound and extremely confidential manner.

**b). Registers to be maintained by Service provider**

- (i) Service Provider shall maintain a register/digital platform containing name and addresses of the persons managing the private security agency, name

s, addresses, photographs and salaries of the Security personnel and supervisors under its control and such other particulars as may be prescribed under PSARA act. The client may provision for a HRMS application or a digital platform wherein the details of all Security personnel shall as instructed be hosted as per clients requirement including wage, labour mandate compliance attendance etc.

- (ii) Service provider will maintain a register/digital platform on which day employment of Security personnel with SEEPZ, SEZ Authority will be entered and same will be countersigned by the authorized official of the SEEPZ, SEZ Authority. While raising bill the deployment particulars of the personnel engaged during the month, shift wise attendance should be shown to SEEPZ, SEZ Authority. SEEPZ, SEZ Authority may call for such information as it considers necessary from service provider.
- (iii) The Service Provider shall maintain all statutory registers/digital platform under the Law and shall produce the same, on demand, to the SEEPZ, SEZ Authority or any other authority under Law.

#### **c). Issue of photo identity card& other equipments**

- (i) Every Security personnel deployed by the service provider shall be issued a photo identity card, by the service provider.
- (ii) The photo identity card shall be issued in such form as may be prescribed by the SEEPZ, SEZ Authority and complying with PSARA Act and rules.
- (iii) Every Security personnel shall carry on his person the photo identity card issued under and shall produce it on demand for inspection by the SEEPZ, SEZ Authority or any other officer authorized by same.
- (iv) Every Security personnel shall carry hand held torch and hand held batons .
- (v) Every Security personnel shall be provided with raincoat & gumboots during monsoon season.

#### **d). Requirements of Licenses**

- (i) Service provider shall be holding a valid license under the provision of Private Security Agency Regulations Act (PSARA) providing for operation in the respective State or Union territory where services are being offered. Service provider shall ensure that all the relevant licenses/registrations/permissions which may be required for providing the services are valid during the entire period of the contract failing so shall attract the appropriate penalties.
- (ii) The documents relevant in this regard shall be provided by the service provider to the SEEPZ, SEZ Authority on demand.
- (iii) The service provider shall comply with all the legal requirements for obtaining license under contract labor regulations and abolition act 1970 if any at his own part and cost. The requirement shall be depending upon the number of persons engaged for the organization in terms of the provisions of the relevant act.
- (iv) The service provider shall maintain all statutory registers required to be maintained as per license provisions under the law and shall produce same on demand to the SEEPZ, SEZ Authority or any other authority under the law.
- (v) The Service Provider shall furnish the certificates of qualification, NCC, Fire Fighting Training, etc attested by the gazette officer.

### **(e) Training**

The Service Provider shall have its own Establishment/set up/mechanism/Training institute recognized under PSARA 2005 or have tie up with institutions recognized in terms of PSARA 2005 to provide training for Security personnel with them to ensure correct and satisfactory performance of his/her liabilities and responsibilities. Only such Security personnel who have undergone training and holding certificate should be deployed under the contract, The training shall be for a minimum period as specified in the PSARA act and in terms of the detailed training syllabus as prescribed in the act.

### **(f) Reports**

All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the SEEPZ, SEZ Authority.

### **(g) Conduct of the security personnel deployed**

- (i) The Security personnel shall not accept any gratitude or reward in any form
- (ii) Under the terms of their employment agreement with the Service Provider the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Service Provider.
- (iii) The personnel engaged by service provider have to be extremely courteous with very pleasant mannerism in dealing with the SEEPZ, SEZ Authority and should project an image of utmost discipline. SEEPZ, SEZ Authority shall have right to have any person removed in case of its staff complaints or as decided by representative of the SEEPZ, SEZ Authority if the person is not performing the job satisfactorily or otherwise. The Service Provider shall have to arrange suitable replacement in all such cases.
- (iv) Security personnel engaged by the Service Provider shall not take part in any staff union and association.
- (v) The persons deployed shall, during the course of their work be privy to certain confidential documents and information which they are not supposed to divulge to third person. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

### **(h) Uniform and Badges**

- (i) Service provider shall ensure that all Security personnel shall put on arms badge distinguisher the Agency for which they are working, shoulder or chest badge to indicate his role or function. Security personnel employed as Security guards shall, have whistle attached to the whistle cord and to be kept in the left pocket,. Shoes with eyelet and laces, headgear which may also carry the distinguisher mark of the service provider.
- (ii) The clothes worn by the Security personnel while on active duty shall be such that they do not hamper in his efficient performance. In particular they will neither be too tight nor too loose as to obstruct movement or bending of limbs.



- (iii) Every Security personnel functioning as security guard will carry a notebook and writing instrument with him.
- (iv) Every Security personnel shall carry one good quality torch and one baton.
- (v) Every Security personnel functioning as security guard while on active security duty will wear and display photo- identity card issued on the outer most garment above waist level on his person in conspicuous manner.
- (vi) Parameters of the uniform shall conform to provisions of PSARA 2005.

**(i) Monitoring and Supervision by the service provider**

- (i) Service provider shall ensure that adequate supervision will be provided to ensure correct performance of the Security personnel deployed in accordance with the prevailing assignment instructions agreed upon between the service provider and SEEPZ, SEZ Authority. Service provider should keep track of performance of the staff deployed and give necessary support to ensure good performance.
- (ii) The Service Provider will deploy supervisors as per the need given by the SEEPZ, SEZ Authority. The supervisor shall be required to work as per the instructions of SEEPZ, SEZ Authority.
- (iii) The Service Provider shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Department may issue from time to time and which have been mutually agreed upon between the two parties.
- (iv) The Service Provider shall be responsible to maintain all property and equipment of the SEEPZ, SEZ Authority entrusted to it.
- (v) The Service Provider shall nominate a coordinator who shall be responsible for regular interaction with the SEEPZ, SEZ Authority so that optimal services of the persons deployed could be availed without any dis

ruption.

## **(j) Working hours and Reporting Time**

- (i) The Security personnel will have to report to the SEEPZ, SEZ Authority's security office at least 30 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the SEEPZ, SEZ Authority.
- (ii) The working hours and days of the outsourced employees will be as per the existing applicable rules of the respective Central/State Government. However, they have to work on holidays, if necessary and required based on demand of work.
- (iii) In an event of deployed Security personnel availing leave and if required by SEEPZ, SEZ Authority suitable substitute(s) shall be provided by service provider.
- (iv) Consequent to poor performance of deployed Security personnel, service provider shall immediately replace the deployed Security personnel.
- (v) Working shifts (includes day and night shift) hours shall be mutually agreed upon between SEEPZ, SEZ Authority and service provider prior to deployment of Security personnel.
- (vi) The attendance of the employees will be entered in the register provided by the Service Provider and/or in the Aadhar based Biometric attendance system at the SEEPZ, SEZ Authority. In case biometric system insisted, same is to be made available by SEEPZ, SEZ Authority and access to be provided to the security persons deployed by service provider
- (vii) The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the organization or office. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

## **(k) Physical standards and Medical check up**

- (i) The Security personnel deployed shall be eligible for being engaged or employed if he or she fulfills the standards of physical fitness as specified in the PSARA Act 2005. Service provider is therefore required to ensure that all deployed Security personnel fulfill the requirements specified in PSARA Act. Service provider Agency should get medical check-up of its staff at the time of their induction in the rolls of the agency to ensure their fitness for the job assigned and annual medical check-ups to be done as prescribed under PSARA. A record of the same shall be maintained in the personal file of the Security personnel. In case SEEPZ, SEZ Authority demands for a copy of medical fitness certificate at time of deployment to their organization same shall be given
- (ii) The Security personnel deployed should be free from evidence of any contagious or infectious disease. He or she should not be suffering from any disease which is likely to be aggravated by service or is likely to render him unfit for service or endanger the health of the public.
- (iii) No medical facilities or reimbursement or any sort of medical claims there of in respect of employees provided by the Service Provider will be entertained by the SEEPZ, SEZ Authority.
- (iv) The Security personnel deployed shall be prohibited from Smoking also prohibited from the use of any intoxicating substances including, but not limited to, intoxicating beverages during the service period or on-site or near the site or in any of the facilities, sites, buildings, encampments, or SEEPZ, SEZ premises. The service provider shall exercise influence and authority to the utmost extent to secure strict compliance with this condition.

### **(I) Applicable Leave**

- (i) Services hired are for all 7 days. Further, it shall be ensured that service personnel are given at least 4 holidays in a month.
- (ii) Beyond specified leaves as applicable, leave will be treated as leave without pay (LWP) for which necessary deduction will be made by the SEEPZ, SEZ Authority in the billed amount if no replacement is provided besides any penalty for not providing substitutes as indicated in SLA
- (iii) Weekly day of rest - As per the "Minimum Wages (Central) Rules, 1950 "

Subject to the provisions of this rule, an employee in a scheduled employ

ment in respect of which minimum rates of wages have been fixed under the Act, shall be allowed a day of rest every week (hereinafter referred to as "the rest day") which shall ordinarily be Sunday, but the employer may fix any other day of the week as the rest day for any employee or class of employees in that scheduled employment

PROVIDED that the employee has worked in the scheduled employment under the same employer for a continuous period of not less than six days:

PROVIDED FURTHER that the employee shall be informed of the day fixed as the rest day and of any subsequent change in the rest day before the change is effected, by display of a notice to that effect in the place of employment at the place specified by the supervisor in this behalf.)

### **3. Special Terms and Conditions**

#### **(a). Legal Status**

- (i) The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
- (ii) For all intents and purposes, Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of Security personnel so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the SEEPZ,SEZ Authority.
- (iii) The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement
- (iv) The SEEPZ,SEZ Authority will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the employee or by the Service Provider. The employees as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the SEEPZ,SEZ Authority would not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Service Provider

## **(b) Indemnity**

- (i) The SEEPZ,SEZ Authority will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the employee or by the Service Provider.
- (ii) The employees as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the SEEPZ,SEZ Authority would not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Service Provider.
- (iii) The SEEPZ,SEZ Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation

## **(c) Disclosure of Information related to services rendered**

- (i) Security personnel engaged by the service provider shall not divulge any information acquired by him or her during such employment with respect to the work which he or she has been assigned to anyone other than the SEEPZ, SEZ Authority or to such person as the SEEPZ, SEZ Authority directs. However such disclosure as may be required under PSARA Act or in connection with any inquiry or investigation by the police or as may be required by an authority or process of law shall be exempted from this.
- (ii) All Security personnel engaged by the service provider shall however render necessary assistance to the police or to such authority in the process of any investigation pertaining to the activities of that agency. If violation of any law is noticed by any Security personnel during the course of discharge of duties, he or she shall bring it to the notice of superior, who in turn shall inform the police either through SEEPZ, SEZ Authority or service provider or on his own.

## **(d) Ownership and retention of Material**

- (i) SEEPZ, SEZ Authority shall own the material and documents provided to the Service Provider if any in connection with performance of this contract. Service Provider shall not, without the prior written consent of SEEPZ, SEZ Authority store, copy, distribute or retain any material or Documents.

(ii) Service Provider shall, upon termination of this agreement for any reason, or upon demand by SEEPZ, SEZ Authority, whichever is earliest, return any and all material and information provided to Service Provider by SEEPZ, SEZ Authority, including any copies or reproductions, both hardcopy and electronic.

(iii) The Service Provider or Security personnel provided shall not carry and/or transmit any material, information, application details, equipment or any other goods/material in physical or electronic form, which are proprietary to or owned by SEEPZ, SEZ Authority, out of SEEPZ, SEZ Authority premises without prior written permission from SEEPZ, SEZ Authority.

**(e) Changes:**

Nodal officer of the SEEPZ, SEZ Authority or any other authorized official shall be competent to ask for any changes in the scope of work. SEEPZ, SEZ Authority is entitled to increase the quantum of order regarding number of Security personnel by 25% and similarly shall be competent to reduce the Security personnel also by 25%. The hiring of additional Security personnel shall be completed within 10 working days from the issue of order by the SEEPZ, SEZ Authority.

**(f) Transportation:**

The responsibility of arranging commutation for the Security personnel and transportation of any items which are in the scope of service provider and requiring the transportation shall be responsibility of service provider.

**(g) Insurance requirements.**

Service provider shall be responsible for any insurance requirements for the Security personnel deployed regarding accidents etc. No claim for any compensation or damages on account of any injury or death of Security personnel while performing the duties shall be entertained by the SEEPZ, SEZ Authority Insurance requirements if any for the property or premises for which security is offered shall all be the responsibility of the SEEPZ, SEZ Authority.

**(h) Payment terms**

- (i) The Service Provider Agency shall also deposit EPF of both employer and employee share within 15th day of the month of payment for the support staff engaged from their account.
- (ii) Proof of deposit of both employers share and employees share of EPF shall be submitted to the SEEPZ, SEZ Authority by the end of 15 day of succeeding month.
- (iii) The Service Provider shall furnish statement of amounts (**Wages/ Allowances/ Service Charges separately**) paid for the month to the persons deployed along with cheque number or bank transfer details and date and Bank account from which the payment has been made. Service Provider is to furnish a copy of bank statement in support of **Wages/ Allowance s/ Service Charges** paid to the Security Guards, as and when required by SEEPZ, SEZ Authority.
- (iv) The Service Provider shall be responsible for timely payment of take home remuneration to the supporting staff and deposit of EPF (both employee and employer share), failing which suitable penalties as per SLA and any other actions as per existing rules and regulations shall be taken.
- (v) The Service Provider shall submit before the SEEPZ, SEZ Authority, one copy of the monthly challan with Electronic Challan Cum receipt sheet indicating break down of contribution of each and every hired employee regarding EPF within 7 days from the date of filing. In case of any return in the form of monthly, quarterly and annual returns applicable same also to be filed and copy to be furnished to SEEPZ, SEZ Authority.
- (vi) The payment to the Service Provider will be made on monthly basis, after the end of the month, depending upon the actual duration of the services rendered as per order. **Monthly certificate of payments made to the Security personnel has to be submitted to the Procuring Entity and the same is liable to be audited to ensure proper compliance.**
- (vii) Any violation of contractual obligations by the Service Provider/employee shall attract penalties as mentioned against each obligation. The Service Provider is deemed to have confirmed that penalty whenever becomes payable, the same shall be deducted by the SEEPZ, SEZ Authority from the payments due to the Service Provider.
- (viii) **The Service Provider shall ensure payment regularly for the deployed Security personnel to their entitlements like monthly**

**salaries/wages, applicable allowance, bonus etc. and submit the documentary proof of the payment as per clause (vi) above. Bill for a month will be paid only after submission of certificate of disbursement of wages along with clear breakup of salary components of previous month.**

**(ix)** The Service Provider shall be responsible to pay the monthly **salaries/wages, applicable allowance, bonus etc.** in accordance with all the applicable Acts & Rules applicable to a Security Agency for providing Security personnel **(Both Ex-service man & Civilian)** to a Centre Government Department as mentioned in clause (vi) above. **SEEPZ SEZ Authority will not be responsible at any time (during or after the contract period) for non-compliance of any mandatory statutory law by the Service provider as the Tender is floated under the category “Facility Management Services-Lump-sum based”, therefore the Security Service Provider shall be responsible to meet all the compliance in the quoted contract price during the Bid.**

**(x)** In case of any changes in the minimum wages as per the Central Government Minimum Wages Notification during the Contract period, SEEPZ, SEZ Authority shall pay the Service Provider the **difference in wage** from the amount mentioned in the contract on pro rata basis. Therefore the increase in minimum wages shall be applicable and contract value amounts shall be considered as revised up to the extent of increase due to increase of minimum wages. Accordingly the service provider will submit the **5% Performance Guarantee of differential increased value/amount.**

(xi) The payment shall be made as per the contract and after deduction of relevant penalties, if any. Service Provider shall raise the invoice as per the arrangement in the contract towards the Services rendered in the previous month to the SEEPZ, SEZ Authority. Payment shall be effected by credit into the bank account of the Service Provider within 10 days of receiving the invoice, complete in all respects. The Service Provider shall provide correct bank account number and other details of the bank to enable the SEEPZ, SEZ Authority to credit the payment directly into the account. SEEPZ, SEZ Authority shall pay the Service Provider all due amount as per the invoice, that are not the subject to dispute, within 10 days after receipt of a valid invoice that complies in all material respect in terms of this agreement; the payment shall be subject to any reduction such as penalty, statutory deductions, etc.

**(i) Statutory compliances -**

Service provider shall abide by the PSARA Act, Central Minimum wages Act, Co



ntract labor Act and any other Act & Rules of Centre and Maharashtra (which are mandatorily applicable) to provide Security Services to a Central Government Department in Maharashtra State and in no case shall provide wages to the Security personnel in violation of such wages.

**(j) Requirements of Security personnel:**

SN.	Category	Nos. of Security personnel required on duty	Nos. of Security personnel required as Relievers	Total
1	Assistant Security Officer (Ex-servicemen armed Security Guard)	8	02	10
2	Un-armed Male Security Guard (Mandatorily Ex-servicemen)	104	16	120
3	Un-armed Male Security Guard	34	05	39
4	Un-armed Lady Security Guard	18	03	21
<b>Grand Total</b>		<b>164</b>	<b>26</b>	<b>190</b>

Note:

- I. **Service provider to ensure to deploy atleast 14 Unarmed Male Security Guards having qualification of Baggage Inspector & 07 Unarmed Male Security Guards having qualification of CCTV Operator.**
  
- II. **Service Provider shall arrange required trainings/ certifications for Baggage Inspection/ CCTV Surveillance. SEEPZ SEZ Authority reserves right to increase or decrease the number of Baggage inspector or CCTV Operator and bidder shall not charge any additional charges in case of the operators need to be increased.**
  
- III. SEEPZ security is managed shift wise (3 shifts each of 8 hours in a day, wherein 01 guard to work for 26 days in 30 days month & 27 days in 31 days month. Total 163 Security Guards to be deployed daily mandatorily

**(k) Deployment of Security Personnel:**

Deployment of SEEPZ security guards is managed shift wise (3 shifts each of 8 hours).

**\*Note:**

Deployment locations are kept confidential in the tender document. Successful Bidder as being awarded tender shall be shared the restricted maps, deployment location and SOP subject to a non disclosure agreement thereof.

## (I) Penalties and Termination

The Service Provider shall be responsible for faithful compliance of the terms and conditions of this agreement. In case of noncompliance of Service obligations, penalty per default will be imposed as per SLA and in case of three Consecutive defaults against same events, the contract will be liable to be cancelled. However non delivery of service in time, not starting work in time, violation of existing laws and statutory requirements will be considered as a major default and the contract will be cancelled immediately without giving any further notice.

SL No.	Service Level Agreement	Baseline Penalties For Breach	1st Instance	2nd Instance	3rd Instance
1	Delay in deployment of security personnel by the service provider	Complete Deployment to start within 2 weeks of the placement of service order	In case of 90% deployment is not made within 2 weeks of placement of order and delay is due to service provider %1 of the annual value of the contract shall be levied as penalty. However SEEPZ, SEZ Authority shall be at liberty to cancel the order without any further reference to service provider in case so desire	In case of 90% deployment is not made within 03 weeks of placement of order and delay is due to service provider 2% of the annual value of the contract shall be levied as penalty. However SEEPZ, SEZ Authority shall be at liberty to cancel the order without any further reference in case so desire	In case 100% deployment not made 4 weeks after placement of order and delay is due to service provider 3% of the annual value of the contract shall be levied as penalty. Also, the contract shall be terminated without any reference.
2	If the employee of service provider is found to have misconduct or misbehaved in any manner or resort to any violent behavior etc. with public or employees or SEEPZ, SEZ / authority or other employees of service provider	No instance	Re-placement of security personnel and Rs 500 fine on the service provider	Re-placement of security personnel and Rs 1000 fine on the service provider	Re-placement of security personnel and Rs 5000 fine on the service provider (this is applicable on all

	der				l further instances)
3	security personnel not found displaying photo id or not in proper uniform	No instance	One day Salary due to the employee concerned for the day and Rs 500 penalty on service provider	One day Salary due to the concerned employee and Rs 1000 penalty on service provider	One day Salary due to the concerned employee and Rs 2500 penalty on service provider ( this is applicable on all further instances)
4	Security personnel indulging in drinking /sleeping	Zero instance	Immediate removal of the security personnel apart from deduction of salary for 1 day and penalty of Rs 1000 on the service provider	Immediate removal of the security personnel apart from deduction of salary for 1 day and penalty of Rs 2500 on the service provider	Immediate removal of the security personnel apart from deduction of salary for 1 day and penalty of Rs 5000 on the service provider (this is applicable on all further instances)
5	If the resource is absent or takes leave without informing or taking prior approval and if service provider fails to provide a substitute	No instance	Penalty equal to wage of the person who was to do duty shall be levied along with an amount of Rs 500 on the service provider	Penalty equal to 2 times wage of the person who was to do duty shall be levied along with Rs 1000 on the service provider	Penalty equal to 2 times wage of the person who was to do duty shall be levied along with Rs 3000 on the service provider  (this is applicable on all further instances)
6	In case of expiry of any of the licenses required for performing the services such as PSARA, etc	Termination of the contract			
7	Delay in payments of take home remuneration by the Ser	Rs 1000 for each default on monthly bills.			

	vice provider to resources employed, Delay in deposit of EPF (both employee and employer share)				
8	In case of any violation Minimum wages Act, Contract labor Act or any other Applicable Act & rules to the Security Agency, as applicable from time to time applicable for the services come to the notice of SEEPZ SEZ Authority	Penalty of Rs 5000 for default in addition to termination of contract and all responsibility on account of violation shall be responsibility of service provider			

### **Annexure-G**

(Self-certification of non-debarment on Bidder's Letterhead)

Date:

To,  
The Development Commissioner  
SEEPZ SEZ, Andheri (E), Mumbai

Subject: Self-certification of non-debarment

Dear Sir,

I, the undersigned, holding the position of Proprietor / Partner / Director of our business entity named \_\_\_\_\_ hereby certify that we are presently not debarred / blacklisted by any procuring entity under the central government including PSUs and autonomous entities or by state governments or by multilateral agencies such as The World Bank, Asian Development Bank, etc

I am fully aware that submission of false declaration would be treated as a case of fraud and shall be given the most stringent treatment including, but not limited to, rejection of bid, debarment, and petition for FIR. I certify that the information stated above is true to the best of my knowledge.

Sincerely,

(Name)

(Designation)

(Bidder Name)

### Annexure-H

#### (List Ex-service man Armed Security Guards & Unarmed Ex-serviceman Guards)

{Service Provider shall insert the Work Profile of the Assistant Security Officer (Ex-service man Armed Security Guards & Unarmed Ex-serviceman Guards here }  
}

Sr. No.	Name	Mobile No	Service Book No	ID Card

3. File Attachment [Click here to view the file.](#)

### Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without

specifying equivalent Indian Certification / standards.

10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

\*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)