

**RFP FOR SECURITY GUARD SERVICES IN THE OFFICE OF THE AAO (PAY) WC,
DELHI CANTT-10.**

INTRODUCTION

Office of the Area Account Office (Pay) WC, Delhi Cantt is located at T/61, Tigris Road, Delhi Cantt with an area of 3875 sqm having four barracks requires two security services.

Instructions for the Bidders

1. The office of the Area Account Office (Pay)(WC), Delhi Cantt, requires the services of two security guard from a reputed, well established and financially sound Security guard Firm/ Agency.
2. The contract is to be for six month for the period **w. e. f. 01.08.2017 to 31.01.2018 or from the date of actual date of deployment of service.** The period of the contract may further be extended after the completion of contract at that time, if this office requires to continue with the present arrangement for security guard and is satisfied with the state of services or may be curtailed / terminated before the contract period owing to deficiency in service by the selected Company/Firm/Agency. This office, however, reserves right to terminate the initial contract at any time after giving one month notice to the selected service providing Company/Firm/Agency.
3. General Information about the tender:

a.	Tender reference No.	AAO/I/197/BUD/2017-18 dt.22/06/2017
b.	Last date/time for receipt of tenders	14/07/2017 upto 1500 hrs.
c.	Time and date for opening of tenders	14/07/2017 at 1530 hrs.
d.	Opening of commercial bids	Date & time will be communicated to eligible bidders only.
e.	Place of opening of tenders	EDP centre in office of the Area Account Office (Pay)(WC), Delhi Cantt, Delhi Cantt. – 110010.
f.	Communication Address	Office of the Area Account Office (Pay) WC, T/61 Tigris Road, Delhi Cantt. – 110010.

4. Tender documents shall be accompanied by a cash receipt for having deposited the tender fee in cash or a Demand Draft/Banker's Cheque for Rs.500/- (Rupees five hundred only) drawn on any Nationalized Bank in favour of the Area Account Office (Pay) WC, T/61 Tigris Road, Delhi Cantt.-10, towards the cost of tender form.

5. Tender can only be submitted for security guard Services.

6. Conditional bids shall not be considered and will be out-rightly rejected at the very first instance.

7. The tendering Company/Firm/Agency is required to enclose photocopies of the documents, duly self-attested, as per the requirements of Technical Bid as given in the Enclosure-IV, failing which their bids shall be summarily / out rightly rejected and will not be considered any further.

8. All entries in the tender form should be legible and filled clearly. If the space for furnishing of information is insufficient, a separate sheet may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initialled by the person authorized to sign the tender bids. All the pages of the bid shall be signed by the authorized signatory in ink with rubber stamp of the agency

9. The quotations should be given in a **two bid system, the Technical and Commercial bids.** The following enclosure are forwarded along with this enquiry to assist you in preparing your technical and commercial offer:

a.	Schedule of Requirement (SOR)	Enclosure-I
b.	Scope of Work(SOW)	Enclosure-II
c.	Standard Conditions of Contracts(SCOC)	Enclosure-III
d.	Guidelines for preparation of Technical Bid	Enclosure-IV
e.	Guidelines for preparation of Commercial Bid	Enclosure-V
f.	Declaration about fraud and corrupt practice	Enclosure-VI
g.	AAO (Pay) WC, Delhi Cantt building detail	Enclosure-VII

- **The Quotations shall remain valid up to 90 days.**

A. SUBMISSION/OPENING OF THE TENDER

10. PLEASE QUOTE OUR TENDER REFERENCE No. DATE OF TENDER OPENING ON SEALED COVER. FAILURE TO DO SO MAY RENDER YOUR OFFER INVALID.

11. **The Technical and Commercial bids are to be submitted in two separate sealed envelopes, duly marked as “Technical Bids for RFP No.....dated.....” and “Commercial Bid for RFP No.....dated.....” . The quotes are to be super-scribed with firm’s name, address and official seal and ink signed by an authorized representative of the Tenderer. Sealed bids will be addressed to the Sr.Accounts Officer (AN), Office of the Area Account Office (Pay) WC, T/61 Tigris Road, Delhi Cantt.-10 and should be dropped in the tender box placed at the Admin Section of Area Account Office (Pay) WC, T/61 Tigris Road, Delhi Cantt.-10 marked as Tender Box for providing Housekeeping at Area Account Office (Pay) WC, Delhi Cantt.**

12. Sealed quotations will be opened by a committee on due date and time. Authorized representatives duly carrying an authorization letter from the company may attend the tender opening. Due to any exigency if the date of opening of tender is declared as closed holiday, the tenders will be opened on next working day at the same time. **The date of opening of Commercial Bids will be intimated after acceptance of Technical bids.**

13. The Tenders sent by Fax will not be considered. To avoid complications with regard to late Receipt/Non-Receipt of Tenders, it may please be noted that the responsibility rests with tenderers to ensure that tenders reach this office before due date & time. Late quotes will be rejected outrightly.

14. Commercial offers of only those firms will be opened, whose technical offers would be found suitable after technical evaluation. Further negotiations, if required, will be made only with the bidder (L-1) as determined by the committee. The date, time and venue fixed for this purpose will be intimated separately.

B. EARNEST MONEY DEPOSIT (EMD)

Form of Bid Security: The bid security may be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business, as per Form DPM-13, safeguarding the purchaser's interest in all respects. The EMD shall remain valid for 45 days beyond the validity of bid.

Form DPM-13

EMD Bank Guarantee format

Whereas(hereinafter called the "Bidder") has submitted their offer dated.....for the supply of (hereinafter called the "Bid") against the Buyer's Request for proposal No.....KNOW ALL MEN by these presents that WEof having our registered office at are bound unto (hereinafter called the "Buyer) in the sum of.....for which payment will and truly to be made to the said Buyer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this..... day of20.....

The conditions of obligations are –

(1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.

(2) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.

a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.

b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Buyer up to the above amount upon receipt of its first written demand, without the Buyer having to substantiate its demand, provided that in its demand the Buyer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank

and address of the Branch

i. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of Rs.15000/- (Rs.fifteen thousand only) in the form of Demand Draft/ Pay Order drawn in favour of the "Area Account Office (Pay)(WC), T-61 Tigris Road, Delhi Cantt-10" **failing which the tender shall be rejected out rightly.**

ii. The EMD in respect of the Agency which does not qualify the Technical Bid (First Stage)/ Financial Bid (Second competitive stage) shall be returned without any interest. **However, the EMD in respect of the successful tenderer shall be adjusted towards the Performance Security Deposit. Further, if the Agency fails to provide services against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.**

C. STANDARD CONDITIONS OF CONTRACT (SCOC)

15. SCOC shall be required to be accepted in full by all the firms participating in the contract. A contract will be signed between the contract operating Authority (COA) i.e. successful bidder Firm and office of the Area Account Office (Pay)(WC), Delhi Cantt incorporating the SCOC as Enclosure - III of this RFP, which will form integral part of the Contract.

D. PRE-BID CONFERENCE

16. The SOR (Enclosure I) and SCOC (Enclosure III) should be carefully considered while preparing the bids. Interested participants may obtain all the clarifications by visiting the office of the Area Account Office (Pay)(WC)T-61 Tigris Road, Delhi Cantt-10 on all working days during 01/07/2017 to 05/07/2017 between 3:00 PM to 05:00 PM in this office. The visiting representative of the interest firm will carry a valid ID proof and intimate the Sr. Accounts Officer (AN) of this office.

E. TECHNICAL AND COMMERCIAL BIDS

17. The Technical & Commercial bids are to be submitted strictly in accordance with Enclosure-IV & Enclosure-V to this tender enquiry. The commercial bid once opened will not be unilaterally revised by the firm, unless the firm is called for price negotiations specifically and asked to justify the rates.

18. Bids of those firms who do not fulfill the requisite qualifications are liable to be rejected.

19. This RFP is being issued with no financial commitment and office of the Area Accounts Office (Pay)(WC)T-61 Tigris Road, Delhi Cantt-10 reserves the right to change or vary any part thereof at any stage. The office of the Area Account Office (Pay)(WC), Delhi Cantt-10 reserves the right to reject any or all of the offers without assigning any reason whatsoever. This office also reserves the right to withdraw the RFP, should it be so necessary at any stage.

F. TECHNICAL REQUIREMENTS FOR THE TENDERING COMPANY / FIRM/ AGENCY

The tendering Service Provider Company / Firm / Agency should fulfill the following technical specifications:

1. The Registered Office or one of the Branch Offices of the Service Provider Company/Firm/ Agency should be located within the National Capital Territory of Delhi.
2. The Service Provider Company / Firm/ Agency should be registered with **the appropriate registration** authority.
3. Service Provider Company / Firm/ Agency should have **at least three years experience** in providing similar services to private and/or public sector companies/banks/Government Departments etc.
4. Service Provider Company / Firm / Agency should have its own Bank Account, PAN No., TIN No. and Service Tax No.
5. Service Provider Company / Firm/ Agency will have to provide details of Income tax and Service Tax return of their firm for last three financial years (2013-14 to 2015-16).

6. Service Provider Company/Firm/Agency should be registered with Employees Provident Fund organization (EPFO) and Employees State Insurance Corporation (ESIC) under the respective Acts/laws. **Compliance of Statutory labour laws in respect of EPF and ESIC contributions is mandatory. Bids of firms not complying with labour laws will be out rightly rejected.**

7. The Service Provider Company/Firm/Agency should have completed at least one service contract of value not less than **Rs.5 lakh per annum** related to providing similar services in a single contract in each of last three years (2013-14 to 2015-16). Copies of the contracts and the satisfactory certificate from the client need to be enclosed.

8. The Service Provider Company / Firm / Agency must have a turnover of **Rs. 15 lakh per year** during the last three financial years (2013-14 to 2015-16).

9. The Service Provider Company/Firm/Agency has to submit the Audit Report u/s 44AB or 12AB of the Income Tax Act, 1961 alongwith Balance Sheet and Profit & Loss Account for the preceding three Assessment Years (2014-15 to 2016-17).

10. The Service Provider Company / Firm / Agency shall submit affidavit stating that the agency is / has not been black listed by Central Government / State Government / any PSU in last three years.

Exemption to comply with any of the above criteria should be duly supported with Govt. Orders/ other relevant documents.

Non compliance with any of the above conditions by the Service Provider Company/Firm/ Agency will amount to non-eligibility for the services for which tender has been floated and its tender will be ignored summarily.

G. FRAUD AND CORRUPT PRACTICES

i. The applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Office may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

ii. Without prejudice to the rights of this Office under Clause i. hereinabove, if an Applicant is found by the Office to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender issued by this Office during a period of 2 (two) years from the date such Applicant is found by the Office to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.

iii. This organization has zero tolerance for crime/atrocities against women and this must be ensured during operation under the activities included in SOR.

iv. For the purposes of this clause i, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) "Corrupt practice" means (I) the offering, giving, receiving, or soliciting, directly or indirectly, of any value to influence the actions of any person connected with the Bidding Process or (II) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;
- b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the Bidding Process;
- d) "Undesirable practice" means (I) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (II) having a Conflict of Interest; and
- e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicant with the objective of restricting or manipulating a full and fair competition in the Bidding Process;

H. LEGAL

- i. The Service provider shall be responsible for compliance of all statutory provisions relating to Minimum Wages, Employees Provident Fund, Employees State Insurance, Service Tax and any other Laws/ Taxes/ Acts/ Rules etc. governing the matter/ issues etc. If at any point of time it is noticed that the Contractor is not meeting out/violating any procedures/taxes/ Acts/ Rules then that will be met out, out of the Performance Security Deposit made by the contractor.**
- ii. The Service provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the office of the Area Account Office (Pay)(WC)T-61 Tigris Road, Delhi Cantt-10 to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.**
- iii. The Service provider shall maintain all statutory registers under the applicable laws. The Agency shall produce the same, on demand, to the concerned authority of this Office or any other authority under Law.
- iv. The Tax Deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Agency by this Office.
- v. In case, the tendering Agency fails to comply with any statutory provision/ taxation liability under appropriate law and as a result thereof the Office is put to any loss/ obligation, monetary or otherwise, the Office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary terms.

vi. The Service Provider will solely be responsible for any legal case/dispute raised by his workers deployed in the Area Account Office (Pay)(WC),T-61 Tigris Road, Delhi Cantt-10 and the Government of India will in no way be responsible for any such dispute and the Service Provider will indemnify the Government of India against any such legal costs/disputes.

I. FINANCIAL

i. Bids, offering rates which are lower than the minimum wages (as applicable for the NCT of Delhi) for the pertinent category, would be rejected.

ii. The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order.

Performance Bank Guarantee should be valid up to 60 days beyond the date Contract period. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

iii. In case of breach of any terms and conditions stipulated in the contract, the performance security Deposit of the Agency will be liable to be forfeited by this Office besides annulment of the contract.

iv. The Agency shall raise the bill, individual wise in triplicate, along with attendance sheet to the Division under whom the outsourced personnel has been deployed in the first week of the succeeding month.

v. The Agency will provide Aadhar Card No. and full bank details, EPF Account No. and ESIC Registration No. for each individual. Whenever the new individual will be deployed in the Office, such details will be provided before one week of deployment.

vi. The Claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill/ whole of the bill amount shall be held up till the proof is furnished, at the discretion of this Office. The copies/ tax receipts/ tokens deposited in respective offices should be shown to this office on monthly basis.

vii. Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and venue will be the Office of the Area Account Office (Pay)(WC)T-61 Tigris Road, Delhi Cantt-10. It is clarified that the sole arbitrator to adjudicate any disputes arising out of the proposed contract shall be nominated/appointed by the Area Account Office (Pay)(WC) Delhi Cantt-10.

viii. The Office of the Area Account Office (Pay)(WC)T-61 Tigris Road, Delhi Cantt-10 reserves the right to withdraw/ relax any of the terms and conditions mentioned in the tender document so as to overcome any the problem encountered at any stage.

J. EVALUATION CRITERIA

- a) **Evaluation of Technical and Commercial bids will be as per rule.**
- b) **The Service Provider Company / Firm / Agency shall submit relevant details regarding technical Bid parameter in a separate folder duly supported with source documents.**

Experience with Government Agencies/PSUs/Private Agencies: Service Provider Company / Firm / Agency shall specify the total No. of years of experience in providing similar services in Col 14 of technical bid duly supported with source documents viz. experience certificate/contract agreement etc. The period not supported with source documents shall be deducted from the total years of experience for awarding score.

Financial status of the firm: Service Provider Company / Firm / Agency shall submit a financial statement signed by CA showing Annual turnover for last three financial years (FY 2013-14 to 2015-16) duly supported with source documents viz. Profit and Loss Account/ Income and Expenditure Account.

c) The Tender Committee will be constituted by the Office to evaluate the Technical bids on the basis of their responsiveness to the Terms of Reference, applying due criteria. A Proposal shall be rejected at this stage if it does not respond to important aspects of the Technical bid, and particularly the criteria or sub-criteria or if it fails to achieve the minimum technical score.

e) Commercial Bids will remain unopened for those Agencies which fail to achieve the minimum technical scores. Commercial bids shall be taken up only for those agencies who meet the minimum qualifying mark and will then be inspected to confirm that they have remained sealed and unopened. Thereafter these Commercial bids shall be opened, and the total prices read aloud and recorded.

Yours Faithfully

-sd-

(R.N.Pandit)

Sr. Accounts Officer (AN)

Schedule of Requirements(SOR)

(A) Service Required

1. Security guard services

(B) Requirement of Manpower for the services

Sl. No.	Description of manpower	Qualification	Number	No. of working days per week	Working hours
1.	Security guard Un-armed.	Three year experience of security guard services	02(two)	7 days	5.30 PM to 1.30 AM: 1(one) 1.30 AM to 9.30 AM: 1(one)
		Total	02(two)		

Minimum Wages will be governed by the notification issued by Govt. of NCT, New Delhi subject to changes time to time.

* Rates may be quoted by the firm according to the qualification and irrespective of minimum wages fixed by NCT. The enhancement of rate will be governed periodically as and when the rate revised by NCT.

ENCLOSURE-II

SCOPE OF WORK FOR PROVIDING SECURITY GUARDS)

1) -APPEARANCE:

1.1) The employee to be deployed should have sound medical fitness, good physique, moral character, experience and training to handle any type of security related works.

1.2) The contractor shall provide fresh sets of proper uniforms, badges with caps, belts, shoes and badges with company name to security guards to be deployed and they shall wear the same while on duty. They should also keep their uniform neat and clean. The workers must maintain highest discipline in the office.

3) DUTIES OF SECURITY PERSONNEL:

The Contractor shall undertake all types of work related to security in general and the following works in particular.

(3.I) DAILY DUTY:

- a) The working hours of the security guards will be from 5.30 pm to 1.30 am and 1.30 am to 9.30 am and one security guard will be deputed for each shift (two shift in a day).
- b) The security guard will be responsible for security of entire area of office premises.
- c) The purpose of engaging security person is to provide security at night and keep vigil to cover complete area of office premises.
- d) Security guard who is on duty will not leave the office till the 2nd one will take on charge.
- e) The security staff will ensure security of goods, regulate movement of material, men and control visitors with due courtesy at the gates and function as per time period stated above. The security staff will also maintain a visitor book which will be submitted to admin section of this office everyday.

(3.II) EMERGENCY WORK

- 1) In case of emergency, the security guard may be asked for to extend their duty during working days/weekdays/holidays

(4) INSPECTION:

The contractor should see that the staff properly perform their duty engaged for the purpose by 5.30 pm. The contractor should exercise check at regular intervals on employee and ensure prompt service. The contractor shall not sublet transfer or assign this contract or any part thereof to a third party without the prior approval of the office of the Area Account Office (Pay) (WC), Delhi Cantt-10.

The authority will lie with the inspecting, deputed officer of the department to terminate and ask for the defaulting attendant to leave the premises in case of indiscipline, lack of duties and unbecoming behavior within 24 hours and the contractor shall replace the said attendant within 24 hours of the receipt of oral / written complaint.

STANDERD CONDITION OF CONTRACT

Special Conditions of Contract: Special conditions of contract are supplementary conditions applicable to a specific tender and contract. Such conditions become essential particularly in cases of contract for supply of services or even equipment. In addition, there may be a need to stipulate conditions like stage inspection, acceptance trials, installation, setting to work, and commissioning or pre-defined stages of payment for services.

The firm will ensure police verification of all the employees in its rolls who are working for Area Account Office (Pay) WC Delhi Cantt-10. No employee of the firm without police verification will be allowed to enter the premises of Area Account Office (Pay) WC, T-61 Tigris Road, Delhi Cantt-10. All employees will use I-CARDS, while carrying out their jobs.

i) Any short supply or inadequacy with regard to manpower, consumables and equipment employed by the contractor as stated in the financial bid shall be viewed seriously.

ii) **The areas of the office which are to be kept in strict vigil by the security guard.**

iii) The contractor shall ensure that his employee shall have Identity Cards, provided by the contractor which shall be worn in such a way that it is prominently displayed and visible so that any person can identify the individual representing the contractor.

v) The employee shall report to the officer-in-charge assigned by the Department. **If the performance of the contractor is not found to be satisfactory, 5% of the bill amount of the month shall be deducted and in case of continued poor performance contract will be terminated after giving written notice.**

vi) **The contractor shall provide proper uniform consisting of full pants, shirts, cap, lanyard with whistle, belt, shoes, badges, torch lights etc to the security guard and shall ensure that their turnout is smart in all respect.**

vii) The contractor is responsible for payment of monthly salary to the employee.

viii) The contractor is solely responsible for the statutory payments such as ESI, PF etc. paid to the concerned authorities. Proof of such payments has to be produced as and when required.

ix) The contractor shall submit the bills alongwith relevant documents for the current month in the succeeding month or thereafter so as to enable the Department to process the same and pay the contractor.

x) Tax shall be deducted at source as per the Income Tax Act from the monthly bills.

xi) If in the opinion of the Office, the contractor engages inadequate number of employees or does not execute the work in a satisfactory manner or in accordance with the terms and conditions of the contract, the Department may get the work done through a third party contractor, without any written notice to the contractor, the cost of which shall be recovered from the contractor from the monthly payment and/or the money available with the Department as performance guarantee.

xiii) In the event of the Office deciding to renew this contract on the same terms as embodied or such other modified terms as it may think fit and proper, the Department shall communicate the decision to the contractor prior to the expiry of this agreement, in which event the parties to this agreement shall be governed by such documents for future or further transactions.

xiv) It shall be the responsibility of the contractor to comply with the service conditions of its employees including fixation and timely payment of their wages. However, in order to keep the Department informed, for the purpose of the Department's statutory responsibilities and liabilities if any, as may be applicable from time to time, the contractor shall intimate the Department, the details of wages paid to the workmen and if the need arises to depute its representative to be present at the time and place of disbursement of wages by the contractor and inspect relevant records if any. The Department may verify such payments made in the wage register maintained by the contractor.

xv) The contractor shall ensure that its employees present themselves clean and tidy and in proper attire/uniform whenever they carry out the work covered by this agreement. Their uniform shall be decided in consultation with the DCDA/SAO (AN).

xvi) The contractor shall indemnify and shall keep the Office indemnified against acts of omission or negligence, dishonesty or misconduct of the men engaged for the work and the Department shall not be liable to pay for any damages or compensation to such person or to third party.

xvii) The contractor shall, at all times, indemnify the Office against any claim which could arise under the workmen's Compensation Act, 1953 and/or under any statutory notification thereof or otherwise in respect of any damages or compensation in consequence of any accident, injury sustained to any of the workmen engaged by the contractor or other persons whose entry into the Department premises has been authorized by the contractor. The contractor shall insure all the employee engaged for this job and such policy shall be produced to the Department on demand.

xviii) In the event of any exigencies, the Department shall have discretion to call upon the contractor to provide such additional manpower as may be necessary in its opinion for the purpose of effectively carrying out the services contemplated in this agreement.

xix) Service tax as per laws in force shall be paid by the Contractor.

xx) That the contractor shall arrange for the maintenance of all such registers and forms as are statutorily required and/or considered necessary for the efficient performance of the contract.

xxi) That it shall be clearly agreed and understood by the contractor that all the persons provided shall be the employees of the contractor and all disputes between the contractor and its employees shall have no bearing on the Department. The Department shall not be responsible for any claims made by such persons and shall not be liable to pay any amount to any employee/ex-employee of the contractor. The contractor is fully responsible for disciplined behavior of its workmen.

xxii) The contractor shall not allow or incite his workers to participate in any trade union activities, agitations in any of the two premises.

xxiii) All damages caused by the contractor or that of the contractor's out of its employee's instruction shall be charged to the contractor and recovered from its dues/bills or adjusted against the performance guarantee.

xxiv) Failure by the contractor to comply with any statutory requirement and/or the terms of the agreement during the period of contract shall result in deductions from the bill at the rate fixed by the Department for each lapse and/or termination of the contract and subsequent disqualification from participation in any future tender of the Department and/or any other government department..

xxv) The contractor is liable for payment of penalty at the discretion of the Office up to a maximum of Rs.1,000/- (Rupees one thousand only) per instance for poor services, inadequate staff, use of the office properties by the employees deployed by the contractor etc. and/or for non-compliance of any terms of the contract and the same shall be recoverable from the bills payable to the contractor. This applies to all the work covered in this contract.

xxvi) Besides the above, an undertaking shall also be furnished:-

"The contractor hereby agrees to undertake that he shall abide by and conform to the various provisions in so far as they relate to him as specified in the Contract Labour (R&A) Act, 1970".

xxvii) The employee employed shall be deployed in such manner while following labour law that there is no break in service at the centre during the period of contract.

xxviii) The employee will attend the work punctually at the prefixed/determined timings and shall be well-behaved and mannered.

xxix) The employee will have uniform attire and wear it daily without fail.

xxx) The contractor and the employees engaged by the contractor will follow the entry and exit procedures of the Office as may be determined by the department from time to time.

xxxi) Close liaison will be maintained with our officers-in-charge concerned for smooth and efficient performance of duties of the house keepers.

xxxii) All the persons provided/engaged by the contractor will be the employees of the contractor and all disputes between the contractor and its personnel will have no bearing on the O/o Area Account Office (Pay) WC,T-61 Tigris Road, Delhi Cantt-10 and will not be responsible for any claims made by such persons and will not be liable in any manner. The contractor will be fully responsible for disciplined behavior of its workmen. The o/o Area Account Office (Pay) WC,T-61 Tigris Road, Delhi Cantt-10 will not be responsible in any way with regard to injury or mishap to the work force during their duty in the premises.

xxxiii) All damages caused by the contractor or that of the contractor's employees arising out of its employees instruction will be charged to the contractor and recovered from its dues/bills.

xxxiv) Failure by the contractor to comply with any statutory requirements and/or the terms of the agreement during the period of contract will result in termination of the contract and subsequent disqualification from participation in any future tender of the department.

xxxvi) In case the contractor withdraws or the O/o Area Account Office (Pay)(WC)T-61 Tigris Road, Delhi Cantt-10 terminates the contract for violation of terms and conditions and/or deficiency in services during the period of contract, the additional expenses in hiring a new contractor on temporary arrangement till the time of appointing a regular contract through a tender process, will be adjusted against payments to be made.

xxxviii) No negotiation will be undertaken with any renderer except the highest point achiever.

xxxix) The employees/workers of the service provider will have no right to claim with the O/o Area Account Office (Pay)(WC)T-61 Tigris Road, Delhi Cantt-10 or to claim absorption on completion of the above contract scheme.

XL) The Performance Security Deposit will be forfeited if the Contractor backs out without the explicit consent of the O/o Area Account Office (Pay)(WC)T-61 Tigris Road, Delhi Cantt-10 , Delhi Cantt.

XLi) If the performance of the service provider is not upto the mark or is not found satisfactory then the department/ DCDA will either engage another contractor and/or cancel the contract on one months notice.

XLii) The contractor will not sublet or transfer any part of the contract.

XLiii) If the performance of any worker/personnel is found not satisfactory by this office then the contractor will be asked to replace him with immediately.

XLiv) Payment will be made on monthly basis on receipt of bill. No advance payment will be made in any case. If any penalty is levied then that will be deducted from the monthly bills.

XLv) The O/o Area Account Office (Pay) WC,T-61 Tigris Road, Delhi Cantt-10 or due to any statute or regulations of the government or because of any lock outs, strikes, riots, embargos for any political reasons or otherwise beyond the control of any party including war (whether declared or not) civil war or state of insurrection, will give notice to other party within 15 days of the occurrence of such incident that on account of the above event the notifying party has delayed the performance of it was beyond its reasonable control and it was not due to negligence of default on its part.

XLvii) Either of the party as and when it gives notice of force majeure will provide confirmation of such event in the form of a certificate from the Govt. or the O/o Area Account Office (Pay) WC,T-61 Tigris Road, Delhi Cantt-10. The parties will be relieved of their respective obligation to perform, hereunder for so long as the event of force majeure continues and to the extent their performance is affected by such an event of force majeure provided notices as above are given and the force majeure is established as provided herein above.

XLviii) If a dispute arises between the O/o Area Account Office (Pay)(WC),T-61 Tigris Road, Delhi Cantt-10 and the service provider and it does not get resolved through mutual discussions, the parties may agree for arbitration. The PCDA (WC), Chandigarh should prepare a panel of arbitrators who appoint an arbitrator, whose decisions taken after due consideration of factors brought out by both parties are considered final. The option of approaching Ministry of Law for appointment of Arbitrator can also be exercised. The Standard arbitration clauses are given in

Forms DPM -7(which can be provided on request). However, the parties will continue to perform obligation under this agreement during arbitration proceedings

XLviii) The venue for arbitration will be Delhi Cantt.

XLIX) The attendants deputed by the contractor shall have no privity of contract with the O/o Area Account Office (Pay)(WC)T-61 Tigris Road, Delhi Cantt-10 and they shall not be treated employees / part time workers or licensees of the department i.e. the O/o Area Account Office (Pay)(WC)T-61 Tigris Road, Delhi Cantt-10 in any manner whatsoever for the purpose of wages / payments of any nature / or statutory obligations as per law of the land.

L) The engagement of employment is purely amongst the attendant and the contractors. The O/o Area Account Office (Pay)(WC)T-61 Tigris Road, Delhi Cantt-10 has nothing to do with the same.

Li) The number of security guards and working hours may increase or decrease at any point of time during the contract period as per decision of the competent authority of this Dept.

Lii) In case, any theft will be occurred in future in office premises, the agency will be responsible for the same.

PAYMENT OF BILL:

The Contractor shall furnish the Tax invoice (in duplicate) towards his services during the month in the first week of the following month alongwith following documents:

- a. Original Tax Invoice (in duplicate)
- b. Bank statement indicating credit of wages to the accounts of the workers in electronic manner.
- c. EPF challan for the month indicating deposit of employee and employer contribution.
- d. ESIC subscription payment details for the month.
- e. Attendance record of the workers for the month.

REPORTING OF SECURITY GURAD EMPLOYEE:

The employee deployed by the contractor shall report to the officer designated by the O/o Area Account Office (Pay)(WC)T-61 Tigris Road, Delhi Cantt-10 and shall follow the instructions in respect of allocation of work on a day to day basis.

MISCELLANEOUS:

Complying with the legal rules and regulations of the State Government and Central Government governing the work contract would be the sole responsibility of the contractor. The contractor shall ensure that the required work would be completed even in the absence of the person(s) he deploys for the same. The Department reserves the right to accept/reject any tender or all tenders without assigning any reason.

PENALTY CLAUSE

(1) Short Attendance of Labour: In addition to the non-payment of wages for the period of absence, Rupees one hundred per head will be recovered from the bill for any short attendances during the month.

(2) Lapses in duty: Any lapses in performance of duty will be liable for penalty as deemed fit by the board nominated by the competent authority.

-sd-

(R.N.Pandit)

Sr. Accounts officer (AN)

ENCLOSURE-IV

TECHNICAL BID

(To be enclosed in a separate sealed envelope)

For Providing security guards at O/o AAO (Pay), T61, Tigris Road, Delhi Cantt-110010.

1.	Name of Tendering Company/ Firm/ Agency (Attach certificates of registration)	
2.	Name of proprietor/Director of Company/Firm/Agency	
3.	Full Address of Registered Office with Telephone No., FAX and E-Mail	
4.	Full address of operating/ Branch Office with Telephone no., FAX and E-Mail with name of the Contact Person(s) and Mobile No.	
5.	Banker of Company/Firm/ Agency with full address (Attach certified copy of statement of A/C for the last three years)	
6.	PAN/GIR No. (Attach self attested copy)	
7.	Service Tax Registration No. and TIN No. (Attach self attested copy)	
8.	E.P.F. Registration No. (Attach self attested copy)	
9.	E.S.I. Registration No. (Attach self attested copy)	
10.	Documents showing completing at least one service of value not less than Rs.5 Lakh per annum or 2 contracts of Rs. 15 lakh per annum related to providing similar services in a single contract.	
11.	Give details of the major similar contracts handled by the tendering Company/Firm/Agency on behalf of Government Departments, PSUs and other Private sector, during the last three years in the following format. (Attach attested copies). For Security guard Services	

	Sl. No.	Details of client along with address, telephone and Fax numbers.	Amount of Contract. (Rs. in Lakh)	Duration of Contract. From - to	
	(If the space provided is insufficient, a separate sheet may be attached.)				
12.	Certificate of appreciation/satisfactory certificate from the last two major clients (preferably Govt./ PSUs)				
13.	Total No. of years of experience in providing similar services (with the list of clients year wise.)				
14.	Income declared in I.T. returns for F.Y. 2013-14, 2014-15 & 2015-2016 (enclose copy of IT Returns acknowledgement for the relevant assessment years alongwith Audit report u/s 44AB).				
15.	Total Service Tax Remitted in F.Y. F.Y. 2013-14, 2014-15 & 2015-2016				
16.	Total Turnover of the business in F.Y. 2013-14 & 2014-15, 2015-16				
17.	Total No. employees in the service providing company/agency/firm				
18.	Affidavit stating that the agency is / has not been black listed by Centre / State Government / PSU in last three years				
19.	Declaration about Fraud and corrupt practices (Duly signed & attested as given in the Tender Document – Annexure-III)				
20.	Details of Earnest Money Deposited: DD No.....Dated..... Amounts:Rs..... Drawn Bank.....				

Date:
Place:

Signature of authorized person
Name:
Seal:

DECLARATION

I, _____ Son/Daughter/Wife of
Shri _____ Proprietor/Partner/Director/

Authorized signatory of the Company/Agency/ Firm, mentioned above, is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide to them;

3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides any liabilities towards prosecution under the appropriate laws.

Date:
Place:

Signature of authorized person
Full Name:
Seal:

FINANCIAL BID

(To be kept in a separate sealed envelope)

For Providing Security guard unarmed (skilled) in the the O/O AAO (PAY) WC, Delhi Cantt-10.

1. Name of tendering Service Provider
Company / Firm/ Agency :

2. CONTRACT RATES PER PERSON PER MONTH:

Sl. No.	Description of manpower	Number	Rate Per Person Per Month	Total
1	Security guard Un-armed	02(two)		
2	Total (Sl. No. 1 to 7)	02(two)		
3	EPF Employer's Contribution			
4	ESI Employer's Contribution			
5	Service Charge			
6	Service Tax			
7	Any Other Charges			
8	Grand Total (total of Sl. No. 1 to 8)			

DEDUCTIONS: Income tax as applicable shall be deducted at source. The Service Providing Company/Agency/Firm shall be responsible for meting out all the tax implications as per Rules of other Government Departments.

Signature of authorized person

Full Name:

Seal:

Place:

Date:

Notes:

1. The rates quoted by the tendering Agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.

2. The payment shall be made on completion of the calendar month only on the basis of duties performed by the Service providing Company/Agency/Firm during the month.

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

We certify that last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority on a judicial pronouncement or arbitration award, nor been expelled from any project of contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that;

- a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt, fraudulent, coercive or restrictive practices as defined in Section-B of Fraud and corrupt practice on the General Instructions for tender of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprises on any Government, Central or State; and
- b) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section-B of Fraud and Corrupt practice of the terms and conditions of the documents, no person acting for us or on our behalf has engaged in any corrupt, fraudulent, coercive or any other undesirable practices:-

We certify that in regard to matters other than security and integrity of the country, we or any of our associates have not been convicted by a Court of law or indicated of adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the project or which relates to a grave offence that outrages the moral sense of the community.

We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of law.

We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/Manages/ Employees.

DECLARATION

I hereby certify that the information furnished above is correct to the best of my knowledge. I understand that in case any deviation is found in the above statement at any stage, the firm shall be blacklisted and shall not have any dealing with the Department in future.

(Signature of Authorized Signatory)

Date :

ENCLOSURE-VII

(i) O/o AAO (PAY) WC,T/61 Tigris Road, Building details:

Total Campus Area (including built up area) is 3875 Sq. meter approximately, having four barracks.