



GOVERNMENT OF INDIA
MINISTRY OF FINANCE
DEPARTMENT OF EXPENDITURE
OFFICE OF CONTROLLER GENERAL OF ACCOUNTS
MAHALEKHA NIYANTRAK BHAWAN
'E' Block, GPO Complex, INA
New Delhi -110023

NOTICE INVITING TENDER

Tender Notice :- No. D-22019/1/2017-18/MF.CGA/Security/ Tender

454

Dated:- 10-08-2017

Name of Work:- Outsourcing of Security Services for Mahalekha Niyantarak Bhawan.

Approximate Cost :-Rs.84 Lakhs

Tender Cost:-Rs. 500/-

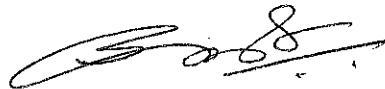
Currency Period:- 01 Year

Tender document can be downloaded from website <http://eprocure.gov.in> and www.cga.nic.in. Detailed Terms & Conditions are given in the Tender Document. Bids are invited from eligible agencies along with Earnest Money Deposit of Rs. 4 Lakh /- (Rupees Four Lakh only) which should be submitted in the form of Demand Draft/ Banker's Cheque drawn in favour of Pay and Accounts Officer, O/o CGA, New Delhi payable at New Delhi. A Demand Draft / Banker Cheque Rs.500/- (Rs. Five Hundred only) towards non-refundable tender cost in favour of "Pay and Accounts Officer, O/o CGA, New Delhi" payable at New Delhi is to be submitted at the time of submitting the tender in a separate envelope duly marked "Tender Cost". The bids along with Demand Draft/ Banker's Cheque should be submitted at Room No. 204, Mahalekha Niyantarak Bhawan, 'E' Block, GPO Complex INA, New Delhi-23 on or before by **13.00 hours on 31 August 2017**. Tender (Technical bids) will be opened on the **same day at 3.30 PM** in the presence of authorized representatives with the bid acknowledgement receipt, if any, of the bidders. Tenders would be opened at 401, 4th Floor, Mahalekha Niyantarak Bhawan, 'E' Block, GPO Complex INA New Delhi-23. O/o CGA reserves the right to accept or reject the Tender without assigning any reason there for.

Accounts Officer(Admn.)
Ph.2462126

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CHAPTER-1

INSTRUCTIONS TO THE BIDDERS

1. O/o Controller General of Accounts, Ministry of Finance, invites 'Sealed Bids' for Security services from reputed agencies fulfilling the criteria laid down in Chapter-4. The job specifications and scope of work are given in Chapter-3 and Chapter-4. The format for Financial Bid at Chapter-6. The contract period will be for a period of one year extendable on satisfactory performance and mutual consent on same terms and conditions for one more year.

2. The bids are to be sent in two parts – one sealed envelope super scribed as 'Technical Bid' giving details in the format as per Chapter-5, and second envelope super scribed as 'Financial Bid' in the format at Chapter-6. The two sealed envelopes as above will be placed in another sealed envelope super scribed as 'BID FOR SECURITY SERVICES'. The bids shall be signed by a person duly authorized on behalf of the bidder firm and shall be sent to:-

Accounts Officer
204, MahalekhaNiyankBhawan, 'E' Block
GPO Complex, INA
New Delhi –110001.
Ph. No. 011-24621268

3. The sealed bids will be received by O/o CGA upto 31/08/2017 (till 1.00 PM). Any bid received after the prescribed deadline shall not be considered irrespective of rates. The Techno-Commercial bids will be opened on the same date 31/08/2017 (at 3.30 PM) in the presence of the representatives of the bidders present. Date of opening of financial bids of such firms which meet the prescribed prequalification criteria will be notified separately.

4. Earnest Money (EMD) of Rs.4,00,000/- (Rupees Four Lakh Only) should accompany the **Techno-Commercial Bid document**. The EMD shall be paid in the form of Demand Draft/Banker Cheque from a nationalized bank/Scheduled commercial bank in favour of Pay and Accounts Officer, O/o CGA, New Delhi payable at New Delhi.. Such EMD shall not carry any interest. Any bid not accompanied by requisite EMD shall be deemed to be invalid and will be rejected.

5. The EMD shall be forfeited:

- a) If the bidder withdraws his bid during the period of bid validity.
- b) In the case of successful bidder, if he fails to furnish the required Performance Guarantee within the specified time limit.

6. The EMD of successful bidder shall be retained towards making of the security for the performance of the contract and shall only be discharged after submission of the required Performance Security.

7. The bid shall remain valid for a period of 90 days from the date of receipt of the bid.



8. The Bidder should inspect the site before filling in and submitting the tender to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof. Tender must be submitted in original and without making any additions, alternations, and as per details given in other clauses given hereunder. The requisite details shall be filled in by the Bidder in the Tender Document wherever required.

9. RATES AND PRICES

9.1 Bidders should quote the rates in the format given at Chapter-6. Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers will be signed in full by the Bidder with date. No erasing or over-writings are permissible.

9.2 All statutory duties and taxes VAT and other may be clearly specified. Price quoted shall be firm and including all taxes whatsoever may be. Any variation in rates, prices or terms during validity of the offer shall require forfeiture of the EMD.

9.3 No additional freight or any other charges, etc, would be payable.

10. No alternative offer shall be considered.

11. O/o CGA reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of O/o CGA's action.

12. O/o CGA reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without thereby incurring any liability.

13 . Any clarification on the documents may be obtained from:-

<p>Accounts Officer(Admin) O/o CGA, MahalekhaNiyankBhawan, Room No. 204, 'E' Block GPO Complex, New Delhi-110023 <u>Tel:- 24621268</u> <u>Email:-cgaoffice40@gmail.com</u></p>	<p>Assistant Accounts Officer (Admn.) O/o CGA, MahalekhaNiyankBhawan, Room No. 204, 'E' Block GPO Complex, New Delhi-110023 <u>Tel:- 24627678</u></p>
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14. Afterwards of Letter of Acceptance(LOA), the Contractor is required to enter into a contract with O/o CGA on the terms & conditions as detailed in the tender document.



CHAPTER-2

CONDITIONS OF THE CONTRACT

1. The contract shall be initially for a period of one year which may be extended for one more years i.e. second year subject to satisfactory performance/services, requirement and administrative exigencies of the O/o CGA on mutual agreement and on the same, terms and conditions. The contract is intended to be effective from **01.08.2017** or the date of signing of the contract whichever is later.
2. The Bidder is required to give confirmation of their acceptance for all terms and conditions stipulated in this tender document which will automatically be considered as part of the Contract to be concluded with the successful Bidder. Failure to do so may result in rejection of the Bid submitted by the Bidder.
3. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.

4. CONCILIATION/ ARBITRATION

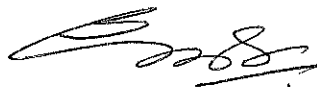
4.1 If any dispute (s) or difference (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by the Competent Authority, CGA.

4.2 In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences are detailed above shall be referred to and settled by the empanelled Sole Arbitrator of CGA to be appointed by the Competent Authority, O/o CGA.

4.3 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.

4.4 The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.

4.5 The venue of the arbitration shall be New Delhi, India. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.



4.6 The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendente-lite interest during arbitration proceedings.

5. **Penalty for use of Undue influence:** The bidders undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of O/o CGA or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the bidder) or the commission of any offers by the bidder or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle O/o CGA to cancel the contract and all or any other contracts with the Successful bidder and recover from the bidder the amount of any loss arising from such cancellation. Decision O/o CGA or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the bidder. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Bidder towards any officer/employee of the O/o CGA or to any other person in a position to influence any officer/employee of the O/o CGA) for showing any favour in relation to this or any other contract, shall render the bidder to such liability/ penalty as the O/o CGA may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the O/o CGA
6. **Agents / Agency Commission:** The bidder confirms and declares to the O/o CGA that the bidder shall provide the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Bidder agrees that if it is established at any time to the satisfaction of the Hirer that the present declaration is in any way incorrect or if at a later stage it is discovered that the Bidder has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Bidder will be liable to refund that amount to the O/o CGA. The Bidder will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. O/o CGA will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Bidder who shall in such an event would be liable to refund all payments made by the O/o CGA in terms of the Contract.
7. **Access to Books of Accounts:** In case it is found to the satisfaction of the O/o CGA that the Bidder has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use



of undue influence, the Bidder, on a specific request of the O/o CGA, shall provide necessary information/ inspection of the relevant financial documents/information.

8. **Non-disclosure of Contract Documents:** Except with the written consent of the O/o CGA the successful Bidder shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
9. **Penalty clause:** That in the event of failure in proper maintenance of security in Mahalekha Niyantarak Bhawan or failure to perform duties as prescribed in the contract, First Party i.e. O/o CGA, at its discretion shall withhold 10% of the monthly payment until the completion of the work. O/o CGA may also deduct from Second party liquidated damages @ 2% of the monthly contract value for each unattended complaint for a week or part of a week for not performing the assigned work as pointed out by inspecting Officers/Day Officers, etc. subject to maximum liquidated damages being not higher than 10% of the annual value of contract. Further, additional liquidated damages for repeated lapses/failures at same place will be deducted to the sum of 2% of the monthly contract value subject to maximum value not higher than 10% of the Annual contract value. Government may require the Second party to dismiss or remove from the site of work any person or persons engaged by Second party upon the work who may be incompetent or misconducts himself, the Second party shall forthwith comply with such requirements.
10. **Termination of Contract:** In addition to penalty provisions mentioned the O/o CGA shall have the right to terminate the Contract in part or in full in any of the following cases : -
 - (a) if the services is held up for more than 6 days consecutively;
 - (b) the contract holder firm is declared bankrupt or becomes insolvent.
 - (c) It has been noticed that the contact holder firm has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
 - (d) As per decision of the Arbitration Tribunal.
11. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/ addressed to the last known address of the party to whom it is sent.
12. **Transfer and Sub-letting:** The successful bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
13. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract. Any revision in minimum wages rate duly notified by the Govt. of NCT of Delhi shall be applicable to this contract and total monthly payment shall be calculated on the basis of revised minimum wages. Except the minimum wages rate, nothing shall be changed during the contract period. However, no arrear shall be paid by the O/o CGA to the contractor.



14. Taxes and Duties.

(a) The bidders are required to quote Monthly charges on the basis of statutory requirement like (Minimum wages + ESIC+EPFO+ Admn. Charges). The security material (Torch, Lathis, etc) shall be provided by the bidder for O/o CGA. The quoted rate shall be exclusive of all taxes as the applicable taxes shall be paid extra and as per actual. The rate and the nature of Tax applicable at the time of provision of service and included in the quoted rate should be shown separately. Taxes will be paid to the rate contract holder firm at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable for service tax and the same is payable as per the terms of the contract.

(b) If a bidder is exempted from payment of any tax upto any value of services from them, he/she/the firm should clearly state that no such tax will be charged by him/her up to the limit of exemption which he/she may have. If any concession is available in regard to rate/quantum of any tax, it should be brought out clearly. Stipulations like, the said tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(c) Any change in any tax upward/downward as a result of any statutory variation in service tax taking place within contract terms shall be allowed to the extent of actual quantum of such tax paid by the rate contract holder firm. Similarly, in case of downward revision in service tax, the actual quantum of reduction of such tax shall be reimbursed to the Hirer. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the rate contract holder firm.

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder as selected by the O/o CGA. Failure to do so may result in rejection of Bid submitted by the Bidder.

15. PERFORMANCE GUARANTEE

15.1 The successful bidder shall furnish a performance guarantee for an amount equal to 10% of the value of the contract, within 15 calendar days from the date of acceptance of the bid for due and proper fulfillment of contract.

15.2 EMD of successful bidder shall be discharged after receipt and acceptance of the Performance Security in the valid format. EMD of unsuccessful bidders shall be discharged after award of work to the successful bidder and signing of contract thereof.



15.3 The Performance Security provided by the successful bidder may be in the form of Bank Guarantee/ Fixed Deposit Receipt (FDR)/ Banker's Cheque/ Account Payee Demand Draft made in the name of the Agency and hypothecated to the "Pay and Accounts Officer, O/o CGA, , New Delhi" covering the entire period of the contract. The Performance Security Deposit should remain valid for a period of sixty days beyond the stipulated date for completion of the contract (as per format given in **Chapter-7**).

16. **Tolerance Clause:** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, O/o CGA reserves the right to plus/minus, increase or decrease the quantity of the services required upto 25% without any change in the terms & conditions and prices quoted by the Bidder. While awarding the contract, the services will be increased or decreased by the O/o CGA within this tolerance limit.
17. **Payment Terms:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. The payment will be made as per the following terms, on production of the requisite documents:
- (a) Only e-Payment will be made on monthly basis after successful execution of work defined in the Contract for which service/satisfactory reports are to be submitted along with bills.
 - (b) A certificate regarding satisfactory completion of work and timely services provided by the firm issued by the Administration Section must be attached with each monthly bill presented for payment

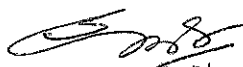
Advance Payments: No advance payment(s) will be made to the firm.

Paying Authority:

- (a) "PAY AND ACCOUNTS OFFICER, O/O CGA", New Delhi.

The payment of bills will be made on submission of the following documents, whichever applicable, by the Contract holder firm to the Paying Authority along with the bill:

- (i) Ink-signed copy of Bill on the letter head of the firm.
 - (ii) Details for electronic payment viz. Account holder's name, Bank name,
 - (iii) Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract).
 - (iv) Any other document / certificate that may be provided for in the Contract.
 - (v) User Acceptance as applicable.
18. **Price Negotiation:** While concluding RFP, the buyer reserves the right to conduct price negotiations by the financial bids Evaluation Committee in order to obtain best value for money and also to clarify all aspects of the RFP to avoid ambiguity and dispute at the later stage.
19. **Fall Clause:**
- (a) The price/rate charged for the services to be rendered under the contract by the Contractor shall in no event exceed the lowest prices at which the contractor provides the services of



same nature or offer services of identical description to any persons / Organisation including the purchaser or any Department of the Central Government or any Department of State Government or any statutory undertaking the Central or State Government as the case may be during the period till the contract is completed.

- (b) If at any time, during the said period the contractor reduces the price/rate, provides service or offer to provide such service to any person / organization including O/o CGA or any Deptt., of Central Govt. or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract, the Contract Holder firm forthwith shall notify such reduction or offer to O/o CGA and the rate charged by the firm shall stand correspondingly reduced. A certificate in this regard shall be given by the Rate Contract Holder firm to the Paying Authority on each occasion that –

“We certify that there has been no reduction in rate for services of description identical to the services being provided to the Government under the existing contract to the O/o CGA herein and such services have not been offered by me/us to any person/ organisation including any Department of Central Government or Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of services against the Contract during the currency of the contract at price lower than the price charged to the Government under the contract.”

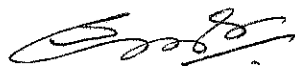
20. Risk & Expense Clause:

- (a) Should the service provider has not provided the services as per schedule specified in the contract documents, or if service is found to be not satisfactory at any time during the currency of contract, O/o CGA after granting the Contract Holder firm 10 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, declare the contract as cancelled either wholly or to the extent of such default.

21 . FORCE MAJEURE

21.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term “Force Majeure” as employed herein shall mean acts of God, War, Civil Riots, Fire affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely O/o CGA and the Contractor.

21.2 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, CGA shall have the option of cancelling this contract in whole or part at his discretion without any liability at his part.



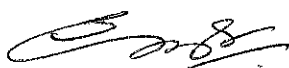
21.3 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

21. The successful firm shall employ as its representatives, servants and workmen after verifying their antecedents and loyalty before employing them for the works. It shall be ensured that no person of doubtful antecedents and nationality is, in any way, associated with work.
22. Payment of other admissible benefits, if any, like bonus, leave, etc. to the employees deputed at Mahalekha Niyantarak Bhawan, O/o CGA for maintenance of security by the firm will solely be liability of the bidding company, and not that of O/o CGA.
23. **Site Visit : The bidder shall visit the site(s) to make themselves familiar with the working conditions and premises.** The bidder shall visit the workplace and understand the scope of work thoroughly (even if it is not mentioned in this tender) and quote their rates accordingly.

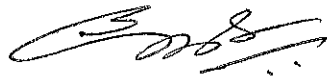
24. Evaluation Criteria & Price Bid issues :-

The broad guidelines for evaluation of Bids/Quotations will be as follows:

- a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technical and Financial.
- b) In respect of Two-Bid system, the technical Bids submitted by the Bidders will be evaluated with reference to the technical characteristics of the services required and terms & conditions as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price/Financial Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
- c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given in this tender enquiry / RFP. Overwriting of prices should be avoided and in case any correction is done, the same must be countersigned. The consideration of taxes and duties in evaluation process will be as follows:
 - (i) The ultimate cost to the O/o CGA would be the deciding factor for ranking of Bids. **Bidders are required to quote realistic rates keeping in view the minimum wages rate, applicable ESIC and EPF contribution and reasonable administrative charges, etc.** The quoted rates, once accepted, shall remain valid till completion of Contract except minimum wages rates which would be applicable as per notification issued by the Govt. of NCT of Delhi. Taxes, if any, shall be shown separately.



- (ii) If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- (iii) The Lowest Acceptable Bid will be considered further for placement of contract after complete clarification and price negotiations as decided by the O/o CGA.
- (iv) If a firm quotes "Nil" charges/consideration, or unrealizable amount, towards administrative charges the bid shall be treated as unresponsive and will not be considered



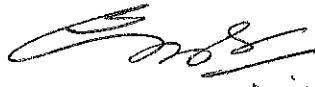
CHAPTER-3

DUTIES AND RESPONSIBILITIES OF SECURITY GUARDS/STAFF

1. The Security Supervisor will be responsible for overall security arrangement of the concerned Department covered in the contract.
2. Security Supervisor will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
3. No outsiders are allowed to enter in the building without proper Gate Pass issued by the Authorized Officer of the concerned Department.
4. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
5. The officers and staff of the Department will keep the Identity cards with them got checking and allowing entry by the security personnel.
6. Deployment of Guards /Security Supervisors will be as per the instructions of the authorities of the Department and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.
7. Security personnel deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced.
8. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the Department.
9. Security personnel shall also ensure door keeping duties.
10. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the Department.
11. Entry of the street-dogs and stray cattle into the premises is to be prevented. It should be at once driven out.
12. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises
13. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattles.



14. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.
15. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the Department. Guards/Supervisors should be sensitized for their role in such situations.
16. The Security Supervisor/Guards are required to display mature behaviour, especially towards female staff and female visitors.
17. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
18. Any other provisions as advised by the Department may be incorporated in the agreement. The same shall also be binding on the contractor.

A handwritten signature in black ink, appearing to be 'G. S. S.', is centered on the page.

Chapter-4


Scope of Work

1. The scope of work of Security Guards is inclusive but not limited to the following item of work,
2. Round the clock security arrangements, including Saturdays, Sundays and Holidays to be provided in the O/o CGA as per above mentioned duty points and requirement on shift basis.
3. The Security Agency may preferably engage well trained personnel in the field of security services **with three years' experience**. They should be literate (Supervisor with atleast 10+2 certificate and Guards with atleast 10th Certificate), able to read, write and understand Hindi and English languages. They should have first-aid training in the area of industrial security and in handling fire-fighting equipment.
4. The security supervisors and guards must be smartly dressed in proper uniforms, while on duty. If at any time any of the security personnel are found to be guilty of misconduct in any manner, the Security Agency shall be asked to replace that person.
5. The Security personnel assigned duties at the O/o CGA campus and at the parking, should deal with staff and visitors, politely and courteously, while enforcing discipline. In case any security staff is found to misbehave or indulges in misconduct of any nature, the Security Agency shall be asked to replace that person.
5. The security agency shall verify character, attendance of security personnel before deployment in O/o CGA. The particulars of staff (name, age, address, qualifications, previous service experience, etc.,) engaged by the Security Agency should be submitted to the Accounts Officer, O/o CGA. O/o CGA reserves the right to verify the antecedents of the security personnel engaged on duty through the local police officials. For this purpose, the Security Agency should submit requisite detailed information and passport-size photographs and extend co-operation in getting the verification done.
6. The security supervisor / guards shall not be changed by the security agency until and unless so warranted.
7. O/o CGA will not be responsible to provide any residential accommodation to security personnel deployed by security agency.
8. The security personnel shall not indulge in any loose or unwarranted talk with the employees or staff or visitors. During Sundays/holidays or after office hours on working days, the security shall be extra vigilant.
9. It would be the responsibility of the Security Agency to maintain and ensure full-proof security at the main gate by regular check of incoming/outgoing personnel. As far as visitors are concerned, the security personnel should insist that they write in the register their name, address, telephone number, the purpose of visit and the person they want to



meet and thereafter issue a visitor pass. The visitors pass, should be collected back, when the visitor leaves, duly signed by the concerned official.

10. To prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle into the campus of the Department building, whether equipment or materials, are not allowed to be taken out of the campus, without proper gate-pass duly signed by the authorized officials. To keep proper records of incoming and outgoing material the proper register should be maintained.
11. The security supervisor shall also check the garbage/wastage being taken out for disposal to ensure that none of the useful items are taken out for disposal.
12. The Security guards will carry out occasional random checks of 2 wheelers and 4 wheelers of staff and visitors to ensure that none of the property of O/o CGA is being taken out unauthorized. Similarly, random frisking of staff and visitors should be done. Such check of vehicles or frisking of personnel must be done only in the presence of an authorized officer of O/o CGA. Secondly, If deployed, female security guards should do the frisking of female visitors/staff only.
13. O/o CGA officers may carryout surprise checks at any time of the day or night. During the duty hours if any security guard is found missing or sleeping or in a drunken state such person will have to be replaced immediately. In such instances O/o CGA reserves the right to cancel the security contract.
14. In the event of any eventuality or mishap happening at the campus, such as robbery, vandalism, fire, communal riot, earthquake, etc., the security persons on duty shall immediately intimate the Accounts Officer/ Asstt. Accounts Officer or other officers. List of Residential phones or Mobile phone numbers of O/o CGA Officers shall be available with the Security at the main gate. The Security Agency shall be held responsible if the message is not conveyed to the O/o CGA officers immediately.
15. After office hours on working days and Sundays/Holidays, Security Supervisor on duty at the main gate shall also receive phone calls/messages from other institutions/organizations and depending upon the urgency of the matter, relay such messages to the concerned officials of O/o CGA.
16. In case of any damage or loss to the O/o CGA's property or material caused directly or indirectly by the security personnel, the security agency shall be held fully responsible, and the O/o CGA shall be entitled to deduct appropriate amount + penalty from contract fees payable to the Agency. The amount of loss or damage as determined by the O/o CGA shall be final and binding on the Security Agency.
17. Similarly the Security Agency shall be responsible for theft, fire or any other damage in the O/o CGA occurring on account of carelessness of the security personnel. The amount of damage as determined by the O/o CGA, in such cases, shall be final and binding on the security agency. The security personnel on duty, will not leave the duty point on completion of their 8/12 - hours shift duty, unless and until the next person on duty takes over/or



reliever person takes charge. In case any security guard falls sick, the security agency shall be responsible to provide reliever person out of its pool of security guards, at its own cost.

18. The Security Agency shall maintain record of major/minor incidents on daily basis and report the same to the Accounts Officer/ Asstt. Accounts Officer or any other official authorized in this regard. The Agency will also enquire about any incidents, like theft, indiscipline, disobedience or any unauthorized activities/criminal activities happening in the campus. The security agency shall also be responsible to lodge complaints with police authorities in such instances and take follow-up action for recovery of lost material/equipment.
19. The security personnel at the main gate will also maintain a log-book for O/o CGA's transport vehicles as well as vehicles hired from the Transport Contractor for each tour undertaken, name of the officer/staff using the transport facility, meter readings, place visited etc.
20. The Security Agency shall provide torches with dry cells, batons, raincoats, umbrella or any other materials required to its staff of guards and supervisors, along with uniforms, at its own cost.
21. The security personnel shall keep watch at various points designated including patrolling the campus, especially after office hours. In the event of power failure at any time, the security personnel should use emergency lights and place them at vantage points, as also intensify patrolling. The security guard shall also keep a check and avoid wastage of electricity and water.
22. To manage key of doors inside O/o CGA building/office vehicles etc., and issue to authorize persons only.
23. To switch off and switch on electrical switches, fans, computer systems, closing of water tapes etc., after the office hours.
24. The agency may require to co-ordinate/liaise with local authorities such as Delhi Police/Traffic Police, etc., in connection with the security service as per requirement of prevailing legislation in such matters as called for.
25. The security guards should check that no street dogs enter the campus premises.
26. The same security personnel should not be given more than 12 hours of duty in a day. If it is found that the same security personnel is around duties for more than 12 hours in a day an amount equivalent to two shift's will be deducted from the bill for such incidence.
27. The posts/couriers received at the main gate should be handed over to the concerned immediately on receipt. However if the same is not delivered the reason there of should be brought to the notice of the O/o CGA in-charge officer and no post/courier should be kept at main gate for more than 2 days.



28. The room should be kept open only if the work is being held; if no officer is present the same should be kept locked. The rooms may be opened when called for in case of any requirement by the concerned staff.
29. The Rooms/Cabins of the officers should be kept locked when the officer is not present. The security will be held responsible for any theft/missing.
30. The number of security guards to be deployed at Mahalekha Niyantarak Bhawan is as follows :-

Place of Deployment Location	Shift 1:- 8AM TO 8PM (i.e 1 ½ Shift)	Shift 2:- 8PM TO 8AM (i.e 1 ½ Shift)	Cumulative No. of Guards*
Security Supervisor	1	1	2
Front Entry Gate	1 Guard	1 Guard	4
Back Entry Gate	1 Guard	1 Guard	6
Basement-1	1 Guard	NIL	7
Ground Floor (LIFT LOBBY)	1 Guard	NIL	8
First Floor (LIFT LOBBY)	1 Guard	NIL	9
Second Floor (LIFT LOBBY)	1 Guard	NIL	10
Third Floor (LIFT LOBBY)	1 Guard	NIL	11
Ground Floor (LIFT LOBBY)	1 Guard	NIL	12
Ground Floor (STAIRS GATE)	1 Guard	NIL	13
First Floor (STAIRS GATE)	1 Guard	NIL	14
Second Floor (STAIRS GATE)	1 Guard	NIL	15
Third Floor (STAIRS GATE)	1 Guard	NIL	16
Ground Floor (STAIRS GATE)	1 Guard	NIL	17
Fourth Floor (STAIRS GATE)	1 Guard	NIL	18
For Backup	2 Guards	NIL	20

*In case the guards are not available for 12 hours then proportionate number will be hired for working in 8 Hrs. shift. Hence, the total number of guards required in 12 hours shift is 20 and for 8 hrs shift is 35. The number of Security Guards may increase or decrease as per the actual usage or requirement.



CHAPTER-5

SPECIFICATIONS AND ALLIED TECHNICAL DETAILS

Eligibility Criteria.The firm fulfilling the following eligibility criterions will be considered for opening of their Financial-Bids:-

- (a) Average annual financial turnover during the last three years, ending 31st March 2014, 2015, 2016 should not be less than **Rs. 40.00 lakh**. Documentary evidence to this effect duly attested by a Chartered Accountant should be submitted along with the technical bid.
- (b) The bidder must have successfully executed Contract/Similar job as included in this Contract with Govt. Organisations, Public Sector Undertakings with single Order/Contract/Supply Orders value not less than **40.00 lakh** during any of the last three financial years.
- (c) As documentary evidence of the eligibility criteria, copies of executed/ongoing Contracts/supply orders issued by the concerned organization should be enclosed by the bidder with the Technical-Bid.
- (d) Bidder must have valid Service Tax Registration Certificate. A copy of the certificate along with receipt of the last premium paid should be enclosed with the Technical-Bid.
- (e) Bidder must possess valid PAN Card. A copy of the same should be enclosed with the Technical-Bid.
- (f) Bidder must have registration number for ESIC and EPFO. The bidders must have all applicable appropriate licenses in their own name.
- (g) The bidder must give precise profile of its key clients along with satisfactory performance report from at least three of them, for services provided by them. A list of clients including clients in Govt. Sector must be provided with proof. Preference shall be given to companies having multiple presences in the Govt. organizations in Delhi and NCR.
- (h) Experience of the bidder must include providing of Security services to large and modern Government offices complexes, as defined in scope of work. Bidder must have at least 01 year experience in providing Security services in Government offices during last 03 years.
- (i) The employees of the successful bidder deployed in the premises of Mahalekha Nyantrak Bhawan O/o CGA should have bank accounts and the company should be ready to



provide proof of payment of salary to each employee through these bank accounts. The bidder will have to ensure compliance of all mandatory labour laws/regulations laid down by Govt. of NCT of Delhi.

(j) The bidder must have satisfactory arrangements for training of its workers. A documentary proof or declaration may be submitted in this regard.

(k) Bidders who fulfil the above minimum conditions may send their applications along with earnest money deposit and complete details of company profile.

1. **Two-Bid System.** The quotation must be submitted by the bidder under two- bid system i.e. Technical-Bid and Financial Bid. Both the bids are to be submitted in separate sealed covers as per formats specified for Technical/Financial bids respectively. The documents as per (a) to (k) above should be enclosed with the Technical-Bid. Bidders are also required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any.

2. **Scope of Rate Contract.** The proposed Contract will be an agreement between the O/o CGA and lowest bidder for Security Services in Mahalekha Niyantak Bhawan. Contract will be in the nature of a standing offer and neither any quantity nor any anticipated withdrawals are guaranteed. As the Contract is a standing offer, either party i.e service provider/ O/o CGA can revoke it at any time after giving a reasonable notice (at least 60 days in advance). However, once a contract is made with the service provider for providing service on a definite terms and conditions, the service provider during the validity period of the rate contract will be bound to provide service as per agreed terms and conditions.

3. **Delivery Period.** The successful bidder / contractor will be required to sign an agreement with O/o CGA within 07 days from the date of written intimation to this effect. A letter for award of contract with the detailed terms and conditions as mentioned in this tender documents will be issued to the successful bidder.

4. **Consignee details-** Accounts Officer(Administration), Room No. 204, Mahalekha Niyantak Bhawan, 'E' Block, GPO Complex INA New Delhi.

5. **Contract Operating Authority.** Once the Contract is finalized, the same will be operated by Dy. Controller General of Accounts(Admin), Mahalekha Niyantak Bhawan, 'E' Block, GPO Complex INA New Delhi.



ANNEXURE-I

PROFORMA FOR SUBMISSION OF TECHNICAL BID FOR MAINTENANCE OF SECURITY IN THE OFFICE PREMISES OF O/o CGA

Eligibility Criteria Details to be furnished by the tenderer. Documentary Evidence required to be attached in compliance to the technical requirements :-

S.No	Details	Enclosed
1.	Average annual financial turnover during the last three years, ending 31st March 2014, 2015, 2016 should not be less than Rs. 40 lakh. (along with Documentary evidence to this effect duly attested by a Chartered Accountant) (Audited Balance Sheet for the last three FYs to be enclosed.)	(Yes / No)
2.	Executed Contract/Similar job as included in this Contract with Govt. organisations, Public Sector Undertakings with Order, Contract & Supply Orders value not less than Rs. 40 lakh during any of the last three financial years. As documentary evidence of the eligibility criteria, copies of Rate Contracts / supply orders alongwith satisfactory contract / order execution report(s) issued by the concerned organization should be enclosed.	(Yes/No)
3.	Bidder must have valid Service Tax Registration Certificate. And Registration Certificate of Employees State Insurance Corporation (ESIC), Employees Provident Fund Organisation (EPFO). A copy of the certificate alongwith receipt of last premium paid should be enclosed.	(Yes/No)
4.	Bidder must possess valid PAN Card. A copy of the same should be enclosed with the Technical-Bid.	(Yes/No)
5.	Details of Earnest Money Deposit (EMD) and Tender Cost as per details given in RFP/TE. (Indicate DD/Pay Order, amount, date of issue and issuing Bank/Branch). EMD and Tender Cost is to be submitted in original.	(Yes/No)
6.	Acceptance of All Terms & Conditions of the RFP/TE.	(Yes/No)
7.	A list of Government Sector clients along with satisfactory performance report from at least one of them	(Yes/No)
8.	A certificate of experience in providing Security services in Government offices during last 03 years	(Yes/No)
9.	A documentary proof or declaration for training of workers to be employed in O/o CGA	(Yes/No)

Date:

Signature of Bidder

Place:

(Stamp)



CHAPTER-6

PRICE BID SCHEDULE

PROFORMA FOR SUBMISSION OF FINANCIAL BID FOR MAINTENANCE OF SECURITY IN MAHALEKHA NIYANTRAK BHAWAN

The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:

<u>S.No</u>	<u>Particulars</u>	<u>Rates (Should Not be less than minimum rates of GNCT of Delhi)</u>	<u>Persons to be deployed</u>	<u>Monthly Amount</u>
1.	Charges for Security Supervisor			
2.	Statutory ESI Contribution for Security Supervisor			
3.	Statutory EPF Contribution for Security Supervisor			
4.	Charges for Security Guards			
5.	Statutory ESI Contribution			
6.	Statutory EPF Contribution			
7.	Administrative Charges (Profit margin)			
8.	Any other liability as per Government of India Acts/Rules			
9.	Service tax as per applicable rates			
	Total Cost Per Month			
	Grand Total			

(Rupees _____ Only)

I have read and understood all the terms and conditions and scope of work of the tender and I will abide by them)

(Signature of authorized signatory of the tendering agency with seal)

Date.....

Name of the Authorized Signatory.....

Company Seal

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CHAPTER-7

CONTRACT FORM

Proforma towards Performance Security

Ref. No. _____

Bank Guarantee No _____

Dated _____

To,

O/o The Controller General of Accounts

Dear Sirs,

1. In consideration of O/o **Controller General of Accounts**, _____ (hereinafter called the "Owner" which expression shall unless repugnant to the subject or context include its successors and assigns) having entered into a contract No. _____ dated _____ (hereinafter called 'the Contract' which expression shall include all the amendments there to) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'Contractor') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and O/o CGA having agreed that the Contractor shall furnish to O/o CGA a performance guarantee for Indian Rupees for the faithful performance of the entire contract.

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs./- _____ (in figures) [Indian Rupees/- (in words) _____] without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by O/o CGA on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein



contained shall be irrevocable and shall continue to be enforceable until it is discharged by O/o CGA in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that O/o CGA at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that O/o CGA may have in relation to the Contractor's liabilities.

4. The Bank further agrees that O/o CGA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in O/o CGA against the said Contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of O/o CGA or any indulgence by O/o CGA to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and all dues of O/o CGA under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till O/o CGA discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of O/o CGA or that of the Contractor.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase order has been placed.

9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs. (in figures) _____ [Indian Rupees/- (in words) _____] and our guarantee shall remain in force until _____. In case of any extension of contract, Performance Guarantee will be suitably extended.

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of CGA under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of CGA under this Guarantee shall be valid and shall not cease until we have satisfied that claim.



In witness whereof, the Bank through its authorized officer has set its hand and stamp on this.....day of 20 at

WITNESS NO. 1

(Signature)
Full name and official
address (in legible letters)

(Signature)
Full name and official
address (in legible letters)

WITNESS NO. 2

(Signature)
Full name and official
address (in legible letters)

