

NATIONAL COUNCIL OF EDUCATIONAL RESERACH
AND TRAINING, SRI AUROBINDO MARG, NEW
DELHI-110016

SECURITY DIVISION

TENDER DOCUMENT

Tender Number: NCERT/9-50/2017-18/SECURITY TENDER

For

Online Tender
(ONLY THROUGH E-TENDERING MODE)

e-TENDER NOTICE FOR HIRING AGENCY
FOR PROVIDING SECURITY SERVICES

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INVITATION FOR e-TENDER

NATIONAL COUNCIL OF EDUCATIONAL RESEARCH & TRAINING

SRI AUROBINDO MARG, NEW DELHI-110 016

Tender No: NCERT/9-50/2017-18/Security Tender

Date: 29th January 2018

SUBJECT :- HIRING AGENCY FOR PROVIDING SECURITY SERVICES

A. Introduction

Online Bids are invited on behalf of the National Council of Educational Research & Training (NCERT), New Delhi to hire a highly reputed/well established and professional Security Agency, having capability of providing 42 Security Guards (including female guards) and 01 Security Supervisor and having **minimum of 3 years' experience of providing security services to Government Offices/PSU's/Autonomous Bodies/Educational Institution**. The Agency shall provide security personnel for round the clock watch and ward duties in the one hundred acre campus of NCERT, New Delhi as per requirement of the Council possessing minimum qualifications mentioned in the "Conditions governing tender for providing security services" in this tender document.

Note: Manual bids shall not be accepted.

Tender documents may be downloaded from NCERT web site www.ncert.nic.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule given below as Important Date.

IMPORTANT DATES

Published Date	29.01.2018 at 1500 PM
Bid Document Download / Start Date	30.01.2018 at 1100 AM
Bid Submission Start Date	31.01.2018 at 1100 AM
Bid Submission End Date	20.02.2018 at 1700 PM
Bid Opening Date (Technical)	22.02.2018 at 1500 PM

Tender EMD (Earnest Money Deposit):

2,00,000/- (Rupees Two Lakhs Only) **in the Form of a Demand Draft/Banker Cheque/Bank Guarantee Payable to SECRETARY, NCERT, New Delhi on any scheduled Bank payable at New Delhi.** The original instrument of EMD shall be submitted to the office of VIGILANCE & SECURITY OFFICER, Room No.405, 4TH FLOOR, ZAKIR HUSSAIN KHAND, NCERT, NEW DELHI-110016 **on or before technical bid opening date/time.**

B. ELIGIBILITY CRITERIA AND DOCUMENTS REQUIRED THEREOF

- i. The EMD of Rs. 2,00,000/- (Rupees Two Lakhs Only) valid for a period of 90 (Ninety) days beyond the final bid validity period shall be submitted by the Tenderer through Banker's Cheque/Demand Draft/Bank Guarantee issued by any Scheduled Bank in favour of the Secretary, NCERT, New Delhi.
- ii. The Agency must be registered with Registrar of Companies and must have license under Contract Labour (Regulation and Abolition) Act, 1970, a copy of which shall be attached with the Technical Bid.
- iii. Name of the Company/Agency (full address with Tel. No.) E-mail/Fax No. etc. The bidder should have working office in Delhi/NCR with full address, phone, mobile numbers, email and fax. The agency will submit the benefited documents along with the tender document.
- iv. Registration No. of the Company/Agency under State/Central Govt. or any other Organization viz DGR/ Companies Act etc. (Documentary proof to be attached).
- v. Status of the Company/Agency (Ltd./ Pvt. Ltd./ Partnership or Proprietorship) - Documentary proof to be attached.
- vi. Registration with Regional Labour Commissioner for engaging a minimum no. of 300 personnel per month for the preceding 3 years – Documentary proof to be attached.
- vii. Valid ESI Registration No. – Documentary proof to be attached.
- viii. Valid EPF Registration No. – Documentary proof to be attached.
- ix. Valid PAN – Documentary proof to be attached
- x. Valid GST Registration Number – Documentary proof to be attached (As applicable).
- xi. Income tax returns filed during preceding three financial years – Documentary proof to be attached.
- xii. Registration No. with the Private Security Agencies (Regulation) Act 2005 (PSARA 2005)
- xiii. Details of Annual turnover in respect of Security Services only of preceding three financial years and attach documentary proof certified/authenticated by a Chartered Accountant. The turnover should be Rs. 3 Crore or above during the last three financial years (2014-15, 2015-16, 2016-17).
- xiv. The Tenderer shall furnish the details regarding the total number of works/services, each costing equal or more than Rs. 3,00,00,000 (Rupees Three crore only) per annum completed during the last three financial years and requiring supply of at least 100 trained security manpower per day to three clients in Delhi/NCR - Documentary proof to be attached.
- xv. The Agency should also show demonstrable capacity and ability to provide adequate manpower of at least 40-50 trained security guards at a very short notice (as may be warranted by any urgent situation/official programme).
- xvi. The Agency should possess or have an arrangement to hire latest Communication System.

- xvii. The Committee assessing the technical capability of the Security Agency may refer to its annual report and annual account of the preceding 3 years. Testimonials with regard to quality of services, response time in emergent situations, availability of trained manpower / ex-servicemen, training facilities etc, will also be referred while considering qualitative and quantitative weightage to these aspects, as it may deem for. The Committee may also visit clients at Delhi NCR region for verification.
- xviii. It is preferred that the Agency should have expertise in conducting investigations in the event any loss due to theft/ fire etc., happening in the campus when the Security Guards / Personnel were deployed and mechanism for internal surveillance, including capability of installing/ monitoring CCTV cameras, fire equipments etc., and deploying specific personnel to this effect.
- xix. Current list of clients with full address, where agency has provided manpower.
- xx. Bids should be submitted strictly in the enclosed format along with supporting documents. **No column in the Tender form should be left blank, failing which the bids shall liable to be rejected without notice.**
- xxi. The Agency shall furnish details of any legal case/FIR or any issues, if any, pending in any court of law against them or the concerned authorities, especially with regard to any violation in the statutory laws viz EPF Act, 1952 ESI Act, Minimum Wages Act, 1948, Industrial Disputes Act, 1947, Contract Labour (Regulation and Abolition) Act, 1970, and Contract Labour (Regulation and Abolition) Rules, 1971, other Labour Laws, and Income Tax etc. The bids of such tenderers having any pending/ongoing/contemplated issues relating to EPF, ESI, Labour laws, Income Tax, etc. on concealment of any such information will be liable to be rejected straightaway without any notice. The decision of the competent authority of NCERT in this regard will be final.
- xxii **Single Point of Contact:** The selected Bidder shall appoint a single point of contact, with whom NCERT will deal with, for any activity pertaining to the requirements , handling of resource escalations, conflicts etc. **at no additional financial cost** to the Council.

C. EARNEST MONEY DEPOSIT (EMD), SUBMISSION OF TENDER

- i. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> Bidders/Vendors are advised to follow the instructions provided in the 'Instructions for Online Bid Submission' for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- ii. Submission of Tender
 - a. The tender shall be submitted **online** in two parts (**Technical Bid & Financial Bid**).
 - b. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
 - c. **The offers submitted by Fax/email shall not be considered. No correspondence will be entertained in this matter.**
- iii. The original instrument of Demand Draft/Banker Cheque/Bank Guarantee towards EMD in favour of SECRETARY NCERT PAYABLE AT NEW DELHI shall be submitted to the office of VIGILANCE & SECURITY OFFICER, Room No.405, 4TH FLOOR, ZAKIR HUSSAIN KHAND, NCERT, NEW DELHI-110016 in a separate envelop super scribed as "submission of earnest money for tender No. NCERT/9-50/2017-18/Security Tender" on or before bid opening date/time as mentioned in important dates. Bid without EMD shall be summarily rejected.
- iv. The EMD should be valid for the period of 90 days beyond the closing date of bids.
 - a. EMDs of remaining Bidders, except of the successful Bidder shall be returned within a period of 30 (Thirty) days from the date of issuance of Letter of Award (LOA) to the Successful Bidder.
 - b. The EMD of the Successful Bidder shall be retained and will be returned after the submission of Security Deposit/Performance Bank Guarantee.
 - c. No Interest shall be paid on EMD.
 - d. EMD shall be forfeited, in any of the following cases:
 - i. The bidder withdraws its proposal after the proposal due date.
 - ii. The successful bidder fails to accept LOA within the stipulated period.
 - iii. The successful bidder fails to submit the performance bank guarantee within the stipulated period and sign the agreement.

D. DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID

The following documents are to be furnished by the Bidder along with Technical Bid:

- i. Signed and Scanned copy of valid registration certificate of PAN, TIN, EPF, ESI, Service Tax/GST (as applicable) Registration and **Tender Acceptance Letter**.
- ii. Details of the Demand Draft/Pay Order/Bank Guarantee towards EMD with scanned copy of Demand Draft/Banker Cheque/Bank Guarantee
- iii. Signed scan copy of the Check list.
- iv. Signed scanned copy of current list of clients with full address, providing details of manpower, wherein monthly 100 or more personnel were provided in.
- v. Signed scanned copy of previous three years Income Tax Return/VAT Return / latest VAT Clearance Certificate / Service Tax Return/GST No.
- vi. Signed scanned Copy of turnover duly certified by the Chartered Accountant(CA) for last three years.
- vii. All the documents mentioned under heading “**Eligibility Criteria**”.

NOTE:

- a) If the bid is incomplete and/or non-responsive it will be rejected during technical evaluation. The bidder may not be approached for clarifications during the technical evaluation. So, the bidders are requested to ensure that they provide all necessary details in the submitted bids.
- b) If any price details are found in the Technical Bid, the offer will be **summarily rejected**.

E. INSTRUCTION FOR BIDDERS

- i. Tender bids not accompanied by the EMD will be **summarily rejected**. The EMD will only be paid in the manner and mode prescribed in this document. The Cheques, Money Orders etc shall not be accepted for payment towards EMD.
- ii. The Successful bidder shall submit a Performance Security of **Rs. 15,00,000/- (Rupees Fifteen Lakhs Only)**, in the form of DD / FDR / Bank Guarantee from a Commercial Bank, upon award of contract. The performance security shall be valid for 120 days beyond the date of completion of all contractual obligation of the successful bidder. The EMD shall be refunded to the successful bidder on receipt of Performance Security.
- iii. Duration of the contract shall be for one year extendable on year to year basis up to maximum of three years subject to appraisal and review by the Council Authorities and in case the jobs performed are not found to be satisfactory, the contract shall be terminated even before ONE YEAR by giving notice of one month to this effect. However, the contract can also be terminated by giving a written notice of 30 days by either side. A record of every lapse small or big shall be maintained by the Council authorities and a weekly meeting of the representative of the firm/Agency with Vigilance & Security Officer/Section Officer (Security) will be held and minutes of the same recorded for compliance.
- iv. The tenderer should quote the **rate** and amount **in figures as well as in words as tendered by them**.
- v. When the tenderer signs a tender in Indian Language, the total amount tendered should be written in English also. In the case of illiterate tenderers, the rates of the amount tendered should be attested by a witness whose complete name and address should be stated in capital letters.
- vi. At the first stage, the Technical Bids shall be opened in the **presence of tenderers** or their authorized representative(s), having proper identity proof and authorization letter, who may like to be present as per schedule. The time and date of opening of Financial Bids shall be intimated later. Only successful tenderers, on the basis of the Technical Bid and **after satisfactory inspection of their establishment concerned or otherwise by assessing the suitability**, as deemed fit by the Council, shall be informed about the time of opening of Financial Bids.
- vii. The tender is not transferable under any circumstances at any stage.
- viii. Conditional or incomplete tender/bid shall be summarily rejected. Canvassing or influence of any kind, direct or indirect, shall lead to disqualification of the tenderer.
- ix. Bids in any form other than the prescribed form or incomplete bids will not be entertained and will be summarily rejected. Therefore bidders may carefully note while filling. If a firm quotes 'NIL' charges/consideration, the bid shall be treated as unresponsive and will not be considered.

- x. The NCERT reserves the right to accept or reject any or all or any part of the tender without assigning any reason thereof and the decision of the NCERT in this respect shall be final and binding. The bidder will have the option to enquire the bidding conditions, bidding process and/or rejection of its bid.
- xi. Bid from the tenderers shall remain valid for **120 (One Hundred Twenty Days)** days after the date of Bid opening. Any Bid valid for a shorter period shall be rejected by the NCERT as non-responsive. In exceptional circumstances, the NCERT may request for the consent of the Contractor for an extension to the period of Bid validity. A Tenderer accepting the request and granting extension will not be permitted to modify his Bid.
- xii. The Technical and Financial Bids shall be evaluated as per the standard criteria prescribed by the council.
- xiii. The Tender Notice, Additional Instructions for tenderers, amongst other documents, shall form a part of the agreement with the party whose tender is accepted.
- xiv. The NCERT premise is a 'NO SMOKING ZONE', any personnel deployed by the agency in the NCERT found smoking, eating pan/gutka or intoxicants/drugs etc shall be punished as per the law of land/rules of the Council.
- xv. The Bids so received will be scrutinized by the Committee constituted for the purpose and the acceptance of a tender will rest with the Director, NCERT, who does not bind himself to accept the lowest tender, and reserves right with him the authority to reject any or all of the tenders received, without assigning any reason thereof. The tenderers not fulfilling the prescribed conditions or incomplete in any manner, are liable to be rejected.

VIGILANCE & SECURITY OFFICER

F. DEFINITIONS

For terms used in this contract Document

- a) “Firms/Agency/contractor” means the party/organization whose tender is accepted in full or part by the council.
- b) “NCERT” means the National Council of Educational Research & Training, New Delhi.
- c) “PAN” means Permanent Account Number allotted by the Income Tax Department, GOI to the taxpaying organizations and individuals.
- d) “TIN” means Tax payer’s Identification Number allotted by the Sales Tax Department of the Government of N.C.T of Delhi and/or any other state govt.
- e) “GST” means Goods and Services Tax.
- f) “The Contract” means the documents forming the tender and acceptance thereof and the formal agreement executed between NCERT and the firm/contractor together with the documents referred to therein including these conditions, terms, specifications and instructions issued by the Council from time to time and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

G. TERMS AND CONDITIONS GOVERNING TENDER

1. The Agency shall provide Security to the Council deploying safe Security measures providing early warning and mobilizing trouble shooting elements. The items/situations that have to be covered by Security Services of the Company are enumerated below:

a) Protection of property and personnel (faculty/staff/students, official visitors and residents) of the Council against willful harm; The Council meaning all Gates/Academic areas/Activities Area/Hostels/Guest Houses/Nasirpur Campus/Play grounds/Community Centres/Commercial Centres all within the boundary of NCERT campus.

b) Protection of property and personnel of the NCERT also in transit when so specified.

c) Protection of cash and documents, when so specified in transit.

d) Regulate access control at gates, prevent misuse of NCERT grounds/campus and facilities by outsiders/preventing tress-passing, unauthorized parking, unauthorized construction, squatting in the campus, prevent vandalism, breaking of twigs/trees, loitering and also ensure proper and timely reporting of violations to Vigilance & Security Officer of the NCERT.

e) Prevent loss that is on account of lapse in “access control measures’ at Gates of the NCERT.

f) Provide security during official/social/religious functions inside the NCERT Campus.

g) Adhere to the **Standard Operating Procedures (SOPs)** given by the VSO or his nominee which may be modified from time to time by the NCERT.

h) The Agency should have an Investigation Cell to carry out investigation of thefts.

j) NCERT premise is a ‘NO SMOKING ZONE’. No security staff of the Agency should be found smoking, eating pan, gutka or intoxicants/drugs while on duty.

2. The tender documents so received will be scrutinized by the committee constituted for the said purpose and the final acceptance of a tender will rest with the Director, NCERT, who does not bind himself to accept the lowest tender, and reserves with himself the authority to reject any or all of the tenders received, without assigning any reason. The decision taken by the Director, NCERT in this regard shall be final and binding on all parties concerned. The Tenderers not fulfilling the prescribed conditions or incomplete in any manner, are liable to be rejected.

3. Canvassing of any kind in connection with tenders is strictly prohibited and the tenders submitted by contractors who resort to canvassing are liable to rejection.

4. On acceptance of the tender, the name of the authorized representative(s) of the Agency, who will be responsible for taking instructions from the Vigilance & Security Officer shall be communicated to the NCERT Immediately.

5. The Agency shall deploy security personnel to provide security of a very high standard. The security personnel to be provided by the Agency shall satisfy the following requirements:-

a. Security Guards:

			<u>Civilian</u>	<u>Ex-Servicemen</u>
i.	Age	:	Between 21 to 40 years	Upto 45 years
ii.	Character	:	Exemplary	Exemplary
iii.	Educational Qualification	:	Minimum Matriculate	Army First class or Matriculate
iv.	Physical Standards	:	Minimum Height 5 ft. 6 inches and Physically fit.	Minimum Height 5 ft. 6 inches and Physically fit.
v.	Minimum Experience	:	One year in a Security Agency.	---

b. Supervisors:

			<u>Civilian</u>	<u>Ex-Servicemen</u>
i.	Age	:	Not more than 45 years.	Up to 55 years
ii.	Character	:	Exemplary	Exemplary
iii.	Qualification	:	Minimum Sr. Secondary. Should possess Driving License of 2 wheeler.	NCO / JCO Rank. Should possess Driving License of 2 wheeler.
iv.	Minimum Experience &	:	03 years of Supervisory experience in a Security Agency.	---

Security Staff provided should have knowledge of Fire Fighting, First Aid, Scooter/ Motor Cycle/LMV Driving & handling Wireless communication equipments. All Guards should have working knowledge of HINDI/ENGLISH and Supervisor should have good knowledge of English apart from Hindi.

NOTE: All the Security Staff deployed:

- a) Should be duly trained as per PSARA so as to be fully conversant with security rules and requirements.
- b) Will be accepted after production of sufficient evidence of verification of their character and antecedents by the police. Should be well behaved to serve the students, teachers/officers/staff and visitors of the NCERT.
- c) Will be interviewed by the Vigilance & Security Officer, NCERT prior to the actual deployment in NCERT.

(The Agency shall not deploy any personnel not satisfying the above eligibility conditions)

6. The Agency shall maintain an Occurrence Book which will be made available to the Supervisory Staff of the NCERT.

7. The Agency shall furnish all the relevant records and details, as and when asked for by the NCERT and will also maintain and produce, to the satisfaction of the NCERT, the relevant records of all payments made by it to its personnel in the format.

8. Before taking up the contract, the Agency shall provide the registration details of the employees who shall be deputed by it to work at NCERT premises and their Provident Fund (PF)/UAN, ESI numbers etc.

9. The Agency shall provide the details of the staff, proposed to be deployed viz., their name, age, father's / mother's name, residential address, contact numbers / mobile numbers, recent passport size photograph, signature and local police clearance certificate. The agency shall issue valid identity cards to its entire staff, such that no worker remains unidentified and is in a position to avail the statutory benefits.

10. The Agency shall provide summer and winter uniforms and other essential equipments to its employees at its own cost. **The NCERT shall not bear/refund the cost of the Uniform.** The style, colour and pattern of the Uniform should be acceptable to the NCERT. The Agency shall, at all times provide for at their cost and ensure that the workers are neatly attired in Uniform along with shoes, belts, cap, whistles, jerseys/coat, torches, batteries, batons and such other items as required and necessary for smart turn out of the security personnel, as approved by NCERT with their identity cards properly displayed. Movement in the NCERT campus shall be only on account of the bona-fide work and duties delegated to the personnel during their working hours and general discipline and good behavior shall be maintained at all times by the personnel deployed by the Agency.

11. The agency shall be responsible for making payments to all workers through Bank Accounts towards which and bank accounts should be opened in respect of all workers by the Agency. All benefits that are accruable to the workers shall be paid through their Bank Accounts only.

12. The Agency shall take Workmen Compensation policy covering all its workmen deputed in the NCERT, and submit the same to the NCERT.

13. The Agency shall not sub-contract any or part of the ‘Services’ that it provides to the NCERT under the contract to another Agency/Contractor.

14. The Agency/Contractor shall pay regular wages to manpower employed by him directly, which shall not be less than the minimum wages, and DA etc., as notified by Government of NCT, Delhi from time to time in the presence of NCERT representative by the seventh day of each month.

15. The Agency shall, wherever applicable, comply with the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952, ESI Act 1948, Article 24 of the Constitution, Employer’s Liability Act 1938, Workmen’s Compensation Act 1923, Industrial Dispute Act, 1947, Maternity Benefit Act 1961, and Contractor’s Labour (Regulations and Abolition Act) 1970, Equal Remuneration Act 1976, Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979 and the modifications thereof or any other laws relating thereto or applicable thereof and the rules made there-under from time to time. The agency shall not take recourse to any kind of deviance from Labour laws and other statutory liabilities. It shall execute its work under the present contract with responsibility by following all the norms of the law.

16. The Agency shall keep NCERT completely indemnified against all the liabilities arising due to non-compliance or delay in compliance of any statutory obligations. The Agency shall keep NCERT indemnified against any payment or liability arising out of non-observance of the above mentioned laws/rules and liabilities on account of non-compliance of any other statutory obligation.

17. Any increase/s in the statutory minimum wages effected by the Delhi Government shall be brought to the notice of the NCERT by the Agency from time to time. The NCERT shall accordingly enhance the minimum wage rates along with the rate of ESI and PF contribution applicable thereon. However, the remaining charges including any other charge/profit/Service Charges, etc shall remain the same as on the date of the original agreement. The onus of providing the gazette notification regarding enhancement of minimum wages shall lie with the agency. However the NCERT may enhance minimum wage rate suo-moto in pursuance of Govt. Order(s).

18. The Earnest Money deposit (EMD) of Rs. 2,00,000/- (Rupees Two Lakhs only) shall become the security deposit (interest free), if the contract is awarded. Besides that the Agency will also be required to provide a Bank Guarantee of Rs. 15,00,000/- (Rupees Fifteen Lakhs only).

19. 50% of the security deposit will be refunded on successful completion of the contract. Balance 50% of the security deposit will be refunded after the agency finally settles payment/transfer of Provident Fund and other statutory dues to all its workers deployed in the NCERT during the term of the contract and provides documentary evidence to the NCERT.

20. The compensation or other payments, if any, payable by the Agency under the terms of this contract may be deducted from the wage bill of the Agency.
21. Tax at source shall be deducted from all the payments, in accordance with the provisions of Income Tax Act, 1961, or any other relevant Act in force.
22. The Agency shall perform security duties under the overall charge of the Vigilance & Security Officer, NCERT.
23. If the Agency fails to implement the assigned job or parts of the Standard Operating Procedures to the satisfaction of Vigilance & Security Officer or any officer nominated by him on any day in any part of the area assigned, the Agency shall also be penalized by imposing a fine of Rs. 1000/- (Rupees One thousand only) per penalty. The penalty shall continue for successive days till the satisfaction of the authorities. The Agency shall provide replacement in case any employee of the Agency is proceeding on leave and this will be at no additional expense to the NCERT.
24. None of the employees of the Agency shall enter into any kind of private work at different locations of the NCERT during working hours or otherwise, failing which penalty as stipulated in clause 23 above shall be imposed. The employee should not be put in different shifts at other locations and likewise they should not be employed by other Agencies to do so.
25. The Vigilance & Security Officer, NCERT shall satisfy himself with the security services provided by the Agency and shall certify the same in an appropriate format, along with the monthly bill processed for payments. The Vigilance & Security Officer will also point out any dissatisfaction in the level of service provided by the Agency, and will bring the same to the knowledge of the Secretary, NCERT, who will then take necessary action, also specify penalty, if any, to be levied on the Agency.
26. Bills shall be submitted every month, by the Agency to the Vigilance & Security Officer for verification on or before the date fixed by the NCERT, along with the record/certification to the effect that all the liabilities on account of compliance of the Labour Laws have been discharged. The Agency will have to produce any additional document/compliance report in the manner prescribed by the NCERT whenever required.
27. Wages of the workers has to be paid by 07th of the following month. Payment of the Agency's monthly bill shall be endeavored to be made by NCERT within 30 working days from the date of submission of the bill, subject to there being no dispute or discrepancy in the bill.
28. The Agency shall, at its own expense, comply with or cause to be complied with model rules for labour welfare or rules framed by the Government from time to time for the protection of health of workers employed directly on the campus. In case the Agency fails to make arrangement as aforesaid, the NCERT shall be entitled to comply with the provisions and recover the cost there of from the Agency.

29. The Agency shall be solely responsible for all injuries and/or accidents to persons employed by it. It will also cover, through an Insurance Policy, its personnel for personal accident, death, major hospitalization or any other contingency whilst performing the duty. Thus the NCERT shall not be responsible to make any payment or to cover up damages suffered by any persons engaged by the Security Agency.

30. The NCERT reserves the right to carry out pre-payment/audit and technical examination of the final bills including all supporting vouchers, abstract etc., The NCERT further reserves the right to enforce recovery of any over payment, when detected.

31. If, as a result of such audit and technical examination, any overpayment is detected, it shall be recovered by NCERT from the bills, submitted by the Agency or from any sums due to the agency. If any under payment is discovered, the amount shall be duly paid to the Agency by NCERT.

32. If any damage/theft is caused to the assets/property/office equipment by staff or supervisory staff deployed by the Agency, the Agency shall bear the cost of repair or replacement as the case may be. The decision of Secretary, NCERT in this regard shall be final and binding on the Agency.

33. If, at any time after the acceptance of the tender, NCERT decides to abandon or reduce or increase the number of manpower, for whatsoever reasons, the NCERT shall give a notice in writing to that effect to the Agency. The Agency shall have no claim to any payment or compensation or otherwise whatsoever, on reduction, in the required manpower.

34. The agency shall submit an undertaking on the stamp paper of Rs. 100 that no criminal case/FIR is pending against the agency or against its proprietors in the NCR and anywhere in the country. A statement that, business dealing with the agency has not been banned by any Central / State Government Organization or any inquiry by Vigilance Department or CVC/CBI is pending or being held.

35. The Agency shall, as and when asked for, by the NCERT, furnish books of account, wage books, muster rolls, PF returns, Form 2A & 11/ECR/TRRN/CRN and other relevant documents.

36. The payments would be made through monthly bills subject to the satisfactory functioning of the Security Agency. A certificate to this effect would be required to be obtained from Vigilance & Security Officer of the NCERT and appended with the bills in an appropriate format designed by the NCERT. A certificate and check list by the agency stating that, the labour laws prescribed by the Government of India have been strictly adhered to and the payment has also been made accordingly, must be enclosed along with the bill. Any dissatisfaction pointed out in the level of service provided by the agency shall be specified with an appropriate penalty, if any levied on the Agency, by the Vigilance & Security Officer/Secretary, NCERT.

37. The Agency shall not, at any time, cause or permit any nuisance in the NCERT campus or do anything which shall cause unnecessary disturbance or inconvenience to the members of the NCERT or brings disrepute to the NCERT. If any security guard deputed by the Agency is found creating any nuisance/indulged in immoral act(s) then

the Agency shall be required to terminate his services (after payment of his dues and arrears), on the specific recommendations of the NCERT authority made to the Secretary, NCERT in writing, explaining the reasons to initiate such an action. The decision of the Secretary, NCERT in this respect shall be final.

38. The Agency shall employ only such persons as are skilled and experienced in the security duties and submit the list of workers so employed as well as their Supervisor/In-charge. The NCERT shall be at liberty to object to and require the Agency to remove from the campus any person employed by the Agency who in the opinion of the NCERT misconducts or is incompetent or negligent in the proper performance of his duties and such person shall not be employed again in the NCERT. The decision of the Secretary, NCERT in this respect shall be final and binding on the Agency.

39. Subject to otherwise provided in the contract, all notices to be given on behalf of NCERT and all other actions to be taken on its behalf may be given or taken by the Vigilance & Security Officer or any officer, with due consent of the Secretary, NCERT.

40. All instructions, notices and communications etc., under the contract shall be issued in writing and sent by the Registered Post/Speed Post/E-mail to the last place of business of the Agency and shall be deemed to have been served on the date, when in the ordinary course of post, these would have been delivered to the Agency.

41. The Agency shall be solely responsible for the staff deployed by it in all matters relating to their claims etc. It shall indemnify NCERT against any payments to be made under various Labour Laws and for their observance.

42. The Agency shall obtain, at its own cost, all permissions and license etc., under various laws/regulations/rules, as required during the period of contract, in connection with carrying out obligations under this contract.

43. In the event of any loss due to theft or otherwise, on account of negligence of the Agency's employees, the Agency shall make good the loss, either by the replacement of the lost item(s) and/or material by adequate payments, so that the lost item(s) and/or material can be replaced. The decision of the Secretary, NCERT in this regard shall be final and binding on the Agency.

44. The deployment of security staff shall be as per the provisions of Labour Laws, and round the clock (24x7) and these will be in three shifts of 8 hrs each, on all the seven days of a week and 365 days in a year. In case of more than 8 hrs duty per day by the same person, extra daily hours will be deducted from the bill of the Agency. No Security Guard/Supervisor will be allowed to perform double duty unless authorized by the Vigilance & Security Officer of the NCERT with the approval of the Secretary, NCERT and no employee shall work for more than 26/27 days in a month as specified by Labour Laws.

45. The Agency shall comply with all instructions issued by NCERT from time to time. Non-compliance of these instructions will entail penalty, to be decided by NCERT and the decision of Secretary, NCERT shall be final and binding on the agency.

46. The NCERT will provide a suitable office space to the Agency during the period of contract.

47. The Agency must be a registered Agency and must have license under Contractor Labour (Regulation and Abolition) Act, 1970, a copy of which may be attached with the Technical Bid. In case an agency cannot submit the labour licence, detailed reasons for the same must be mentioned in the technical bid.

48. The guards on duty shall be well behaved, polite and courteous. The qualification and standards be adhered.

49. The guards on duty should be present in their assigned places, guarding the campus/performing the duty assigned to them, and, they should not be found wastefully chatting/using mobile/electronic devices/ reading newspaper or otherwise neglecting their roles of assignments during duty hours.

50. The Agency should have a proper system for checking the guards on duty, day and night for every shift. Records of the same should be effectively maintained and shortcomings, if any, should be immediately rectified. A daily report to be submitted to the Vigilance & Security Officer. The Agency should supply Guard Check Books to the guards at its own cost.

51. Once the shift of a particular guard is over, he should not be found on premises chatting / idling with guards/cleaners or outsiders.

52. In case of fire breaking out, the guard on duty shall inform the Fire Brigade immediately. The Security Guards employed by the Agency should be trained by them in the use of fire detection and alarm system installed in the NCERT and also in using fire extinguishers.

53. The Agency shall maintain liaison with local authorities, police and fire brigades.

54. In case it is felt by the NCERT that any workman or supervisor of the Agency is not suitable for carrying out the job or for supervision or entangled in any police / legal hassle, or found drinking at work site or in possession of objectionable material or doubtful person/ out of bounds person/acquaintance etc the Agency shall immediately replace the workman/supervisor concerned.

55. **Extension of contract:** If the Agency is desirous of an extension of contract beyond the present term, under the present agreement, then, the Agency should apply in writing to the Secretary, NCERT **at least 90 days** before the expiry of the contract; for an extension for a further period, which may be granted on the existing rates and conditions.

56. **Determination of contract:**

(a) In the event the Agency commits breach of any of the terms and conditions, herein contained and /or required to be observed by it, NCERT shall be at liberty to terminate this contract by **giving 30 days notice and without**

assigning any reasons. Moreover apart from it, NCERT **shall be entitled to forfeit amount of the security deposit.**

(b) In the event the Agency commits any serious breach of any of the terms and conditions, herein contained and /or required to be observed by it, and when the security of the campus is under threat/endangered, then NCERT shall be at liberty to terminate this contract by giving 48 hours notice and without assigning any reasons. Moreover apart from it, NCERT shall be entitled to forfeit amount of the security deposit or any part thereof.

57. In case of any accident/damage etc., caused due to the negligence of the staff deployed by the Agency, **the loss shall have to be made good by the Agency.**

58. The Agency shall be allowed free use of water, electricity in the designated area in the building, strictly for carrying out the duties and responsibilities assigned to it under the contract.

59. The work of the Agency shall be reviewed by the Vigilance & Security Officer, NCERT every quarter, wherein a senior executive of the Agency is required to be present.

60. All office and other equipments, such as torches, cells, lathis, tables, chairs, computers, fax machines, printers, pens, pencils, registers and other such items, shall be arranged by the Agency at its own cost for their staff. The Agency, for discharging their duties and responsibilities as per the contract agreement, will not utilize any facility available at NCERT offices, unless otherwise agreed to in writing by NCERT.

61. The Agency shall provide gunmen as per the requirement of the NCERT. Licensed guns shall be provided by the Agency to its security guards.

62. In the event of any dispute on the functioning of the contract, the same shall be referred to a mutually acceptable Arbitrator, to be nominated by the Director, NCERT. If for any reason(s), the reference cannot be made by the Director, NCERT, then, there shall be no reference to Arbitration. In such an eventuality, the decision of the Director, NCERT shall be final. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act 1996. The place of Arbitration shall be Delhi.

63. The Agency shall be fully responsible and settle all issues/claims viz retrenchment benefits, PF, Gratuity, Livery, Leaves, E.S.I. etc., during the period of the pendency of this contract to its workers as per law, and acknowledgement submitted to NCERT. On expiry of the contract the security deposit shall be refunded only after fulfillment of these obligations.

64. The Agency shall pay, and continue to fulfil, during the currency of contract all statutory requirements applicable, as per rules and law, regarding payment of gratuity/retrenchment benefits etc. It shall keep NCERT indemnified against such claims and any claims that may arise in future.

65. The Agency shall be fully responsible and liable for payment and settlement of all the matters arising out of the decisions of the Labour Court or any other court of law, Tribunal/Board with regard to employment of the workers and payment of the

benefits to them. The Agency shall depute its representative in Labour court or any other court of law, and shall be solely responsible and liable for the cost of such litigation. NCERT shall not be responsible and shall not bear any cost of such litigation.

66. The Agency further agrees to absolve the NCERT from all the liabilities in regard to any statutory enactments to the extent applicable to the service provided by the Agency. It is clearly understood that should the NCERT be called upon to make any payment to any authority, the Agency shall reimburse such amounts to the NCERT whether such liability arises during the currency of this agreement or after expiry of the period of this agreement. If there would be any claim on the NCERT for any default of the contractor or its employees committed during the operation of this Agreement, the Agency shall pay the NCERT such amount on demand without protest.

67. The Agency should possess latest communication system. Documentary proof of its ownership should be attached along with the technical bid.

68. That no right, much less a legal right shall vest in the Agency's workers / employees to claim/ have employment or otherwise seek absorption in the NCERT not the Agency's workers/employees, shall have any right whatsoever to claim the benefits and/or emoluments that may be permissible or paid to the employees of the NCERT. The workers / employees will remain employees of the Agency at all times and this shall be solely the responsibility of the Agency to make it clear to their workers before deputing or work at the NCERT. Such a stipulation shall also be mentioned in the appointment letter or any similar document which may be issued to workers / employee of the Agency.

69. All / any dispute(s) arising from this agreement shall be subject to the jurisdiction of Delhi courts.

H IMPORTANT NOTICE

1. An incomplete and /or ambiguous and/or conditional and/or late response is liable to be ignored/ summarily rejected.
2. The submission and opening of bids will be through e-tendering process. Tender document can be downloaded from the NCERT website www.ncert.nic.in (for reference purpose) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in **Important Dates** as above.
3. Manual bids shall not be accepted.
4. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.

Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

5. Tenderer who has downloaded the tender from the NCERT website and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with NCERT.
6. Intending tenderers are advised to visit again NCERT website and CPPP website <https://eprocure.gov.in/eprocure/app> at least 2 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
Mobile Number - (A) 8826246593,
(B) 0120-4200462, (C) 0120-4001002
Mail - **support-eproc@nic.in**
- 2) Vigilance & Security Officer, NCERT
011-26592113 (O)

I INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and

complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) **The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.**

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents, including all documents like annexure(s), schedule(s), etc . , which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

NATIONAL COUNCIL OF EDUCATIONAL RESEARCH & TRAINING
SRI AUROBINDO MARG, NEW DELHI- 110 016

(‘ TECHNICAL BID’)

Questionnaire to be filled by the Company/Agency applying for tender for Security Contract in NCERT New Delhi. (each response/document must be given with proper reference in the following tender document)

1.	Name of the Company/Agency (full address with Tel. No.)	:	
2.	Registration No. of the Company/ Agency under State/Central Govt. under PSARA.	:	
3.	Status of the Company/ Agency (Ltd, Pvt. Ltd, Partnership or Proprietorship) Attach details.	:	
4.	Bio-Data of key officials (Extra sheets may be attached)	:	
5.	Details of any tie-ups (Please attach details)	:	
6.	If already registered with Labour Deptt. For engaging a minimum of 300 employees, then submit the proof. If not, please give reason.	:	
7.	ESI No.	:	
	EPF No.	:	
	Service Tax No.	:	
	PAN	:	
	TAN	:	
	GST	:	
8.	Do you have any experience in handling of:	:	

	<p>a) Access Control Systems b) CCTVs and recorders c) Computers d) Communication and Wireless equipment.</p> <p>(Please indicate locations/clients wherever these are being handled as per attached format- Annexure-I)</p>		
9.	<p>(a) Details of ISO Certificate</p> <p>(b) Membership of any Professional Security Association, if any.</p>	:	
10.	Details of location of Training School	:	
11.	Has the firm filed its Income Tax return in the previous financial year? If yes, please attach duly acknowledged copy of the same.	:	
12.	Financial Status of tenderer including annual report of past 3 years with Registrar of Companies receipts duly authenticated by Chartered Accountant.	:	
13.	Do you have an annual turnover of at least Rs. 3 Crores in any of the last 3 financial years? If yes, please attach proof of the same.	:	
14.	Do you have provision of Group Insurance cover for your employees? If yes, please attach proof.	:	
15.	Do you have experience in security business for at least 3 years? If yes, please provide details as per attached format.	:	
16.	Do you have an experience of working in GOVT OFFICES/PSU/AUTONMOUS BODIES/Educational Institutes? If yes, provide details. as per attached format, Annexure-II.	:	
17.	Please provide current list of clients wherein security staff of 100 or more is provided and also provide details of client for whom you have employed 40-50 or more employees at one location in one shift.	:	
18.	Do you have Wireless license issued by Govt. of India? If yes, attach proof. Or do you have an arrangement for Hiring.	:	

19.	Please provide details of infrastructure in terms of vehicles, electronic/non-electric security gadgets, etc. available in the company.		
a)	Scooters/Motorcycles	:	Available with the Agency
		:	Available for NCERT
b)	Wireless Sets	:	
20.	Basic Crowd Control Devices Available with Agency for ready use		
a)	Ropes	:	
b)	Lathis	:	
c)	Guard Cover (Cane shield)	:	
21	Please provide the details of Bankers		
	a) Name of the Bank / Branch / IFSC/MICR Code	:	
	b) Address	:	
	c) Account Number	:	
22	Please provide the details of Company's Office/ office Equipments and facilities.		
23	Do you have training facilities? If yes, provide details.		

Signature of the Contractor
or his Authorised signatory
with seal of the Agency/Company

Note: *If any information given in the technical bid is found false at any stage of assessment, the tender shall be rejected and the entire amount of earnest money deposit will be forfeited by JNU New Delhi.*

Format for information to be provided at S. No. 8 of Technical Bid
DETAILS OF EQUIPMENT HANDLED/ INSTALLED

Sl. No	Location/Client	Access Control devices	CC TVs with cameras	Computers	Communication and Wireless Equipment	Remarks

Signatures of Authorised Signatory

(Format for information to be provided at S. No. 17 of Technical Bid)

DETAILS OF STAFF DEPLOYED

S.No	Name of the Client with address	Period from-to	No. of EXSM Suprs.	No. of Civilian Suprs.	No. of EXSM Guards	No. of Civilian Guards	No. of Guards per Shift	Remarks

Signatures of Authorised Signatory

**NATIONAL COUNCIL OF EDUCATION RESEARCH AND TRAINING
NEW DELHI- 110 016**

FINANCIAL BID

1.	Name of the Company/Agency (full address with Tel. No.)	:	
2.	Registration No. of the Company/ Agency under State/Central Govt. or any other Organization viz DGR	:	

		Security Guard (As per min. wages of GNCT- unskilled)	Supervisor (As per min. wages of GNCT- semi-skilled)
i)	Wages (Minimum) (including VDA)		
(ii)	Bonus		
(iii)	Relieving Charges (1/6 th of monthly basic wages)		
(iv)	ESI (as per Govt. rates)		
(v)	EPF (as per Govt. rates)		
(vi)	Service Charges (to be mentioned in % on basic wages only) Note- Service Charge includes Kit/ Uniform and any other charges applicable/ not mentioned above.		
(vii)	Taxes (GST etc.)		
	Total Charges		

* The number of guards may vary depending on the day to day requirements of the NCERT.

Signature of the Contractor
or his authorized signatory with
Seal of the Agency/ Company.

NATIONAL COUNCIL OF EDUCATIONAL RESEARCH & TRAINING
NEW DELHI-110016

(To be put in a separate sealed cover marked EARNEST MONEY DEPOSIT)

Details of Earnest Money Deposit

Name of Bank :
Branch :
Address :

Bank Draft No./Bank guarantee no. :
Dated :
Amount :

Name & Signature of the Contractor
Or authorized signatory with
Seal of the Agency/Company

Dated:

NATIONAL COUNCIL OF EDUCATIONAL RESEARCH & TRAINING

SRI AUROBINDO MARG, NEW DELHI-110 016

CONTACT DETAILS FORM

GENERAL DETAILS OF BIDDER

1. NAME OF THE COMPANY
2. NAME AND DESIGNATION OF
AUTHORISED REPRESENTATIVE
3. COMMUNICATION ADDRESS
4. PHONE NO./MOBILE NO
5. FAX
6. E-MAIL I.D.

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

1. NAME OF THE CONTACT PERSON
2. DESIGNATION
3. PHONE NO.
4. MOBILE NO.
5. E-MAIL I.D.

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
3. I/We give the rights to the competent authority of the National Council of Educational Research & Training to forfeit the Earnest Money/Security money deposit by me/us in case of breach of Terms & Conditions of the Contract.
4. I hereby undertake to provide the security services as per the directions given in the tender document/ contract agreement.

Date:-

Signature of the Authorized Signatory

Place:-

Designation/(Office seal of the Bidder)

NATIONAL COUNCIL OF EDUCATIONAL RESEARCH & TRAINING

SRI AUROBINDO MARG, NEW DELHI-110 016

FORM FOR FINANCIAL CAPACITY

Description	Financial years		
	2014-15	2015-16	2016-17
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Taxes			
Profit After Taxes			

NATIONAL COUNCIL OF EDUCATIONAL RESEARCH & TRAINING

SRI AUROBINDO MARG, NEW DELHI-110 016

CONTRACT AGREEMENT

This Agreement is made on this.....between the National Council of Educational Research & Training (hereinafter referred to as the Council) and M/s.....(herein after referred to as the contractor)

The Parties here to agree to abide by the following terms and conditions for providing nos. of security guards for manning gates and property of the NCERT.

1. The Contract for security services shall be made for a period of one year wef..... Subject to satisfactory performance of the guard in providing security services as per following terms and condition to the Council.
2. The Contract may be extended for a further period as determined by the Director, National Council of Educational Research & Training and New Delhi subject to his satisfaction and discretion.
3. The Contract can be terminated by either party by giving 30 days' notice during the contract period or after the expiry of the extended contract. The Contractor shall not be entitled to any notice during the extended contract period. During the period of notice or extended contract period and till the appointment of another Agency, the Contractor would continue to discharges its duties and obligations.
4. The personnel deployed shall be civilian and maintain regular record of all the personnel with the Security office in the Council.
5. The Contractor shall make adequate arrangements for deployment of security personnel in shifts of 8 hours each and ensure utmost efficiency in the services. The contractor shall not engage any guard for more than 8 hrs per day. The Contractor shall submit one day in advance, duty roster indicating the names of security personnel and other relevant details or otherwise to be deployed on each post to the Security In charge of the Council and also ensure their deployment on each day. The Security personnel shall be deployed on rotation basis of months only. After every six months the security personnel shall be replaced by a fresh set of personnel so as to prevent unhealthy familiarity with staff, which may come in the way of efficient discharge of duties.
6. The Council authorities will carry out the surprise checks they desire the Security guards will maintain a logbook on which shift wise entries will be done. In case of submission of wrong information found in the logbook on the Council may impose a penalty up to 50% of the total wages due to the agency for that particular day.
7. None of the security personnel of the Contractor shall enter into any kind of private work at the different campuses of the Council.

8. The Contractor shall take day-to-day instructions from the Vigilance & Security Officer or any other officer so designated by Secretary, NCERT and scrupulously follows the instruction and abides by them.
9. If the contractor fails to implement the schedule of service to the satisfaction of the Council on any day in any part of the areas assigned, the Contractor shall be penalized by fine of Rs. 1000/- per day, which shall be deducted from the monthly bills of the agency.
10. The security personnel deployed by the security Agency shall be of good antecedents and health and shall not be older than 40 years of age. The security guards should be medically fit and may be examined medically every six months by an NCERT authorized medical Practitioner. Violation of this clause may attract imposition of penalty as defined in Para 9 above.
11. The total monthly emoluments payable for various categories of staff deployed on contract basis shall be as per charges mentioned in the "Schedule" which shall include actual payment to the deployed staff by the Contractor as agreed upon with the Council. The acquaintance roll shall be made available for inspection to the Council.
12. The Contractor shall provide proper uniforms to security staff. They shall wear neat and tidy uniform while on duty. The security staff should be provided with the Name Bags, Identity Card, Whistle, Torches with cell at night for performance of their duties. During duty time, the security guard shall also be provided with and keep 3.5 ft. lathi with him.
13. The contractor shall is bound to remove any of the deployed person(s) and replace by another person(s) as and when ordered to do so by the designated officer of the Council.
14. The Contractor shall be solely responsible for the conduct and integrity of the personnel deployed and liable to compensate the council for any loss/damage caused to it on account of any dereliction of duty on the part of the personnel or otherwise. If any deployed person is found misbehaving with the supervising staff or any of the members of the Council, the Contractor shall terminate the service of that persons(s) forthwith at their own risk or responsibility. Antecedents of the security guards provided shall be duly got verified form the concerned Police Station. The Contractor shall compensate the Council for any damage caused to the council, which is attributable to negligence or otherwise on part of the staff of contractor. In case of any dispute as to whether the personnel has been negligent is discharge of their duties, the decision of the Council shall be final and binding upon the Contractor. Losses occurred due to the negligence of a personnel deployed by the Contractor shall be compensated and compensation shall be determined by an officer appointed by the Council to estimate the losses, the contractor shall furnish a security Deposit as decided by NCERT (Refundable on termination of Contract) to Council to indemnify such losses.
15. The Contractor shall not file any affidavit with municipal authority or court in case of any challan without prior intimation/approval of the Council.

16. The contractor shall submit an affidavit on non-judicial stamp paper duly attested by Notary stating that the payment of ESI, Group insurance; Provident Fund and other benefits have been deposited for each employed person with the concerned authorities. Contractor shall be responsible for making compensation/payments for claims of PF/ESI to be made the security personnel. The council shall not be responsible of any of the above statutory deductions.
17. The contractor shall be paid @ Rs.....Per Supervisor/civilian Guard per month (service tax/GST as levied by Govt. of India) for 8 hours duty on monthly basis for the various persons deployed during the preceding month for which the firm shall submit the bill/claim in duplicate on agreed rates latest by 7th of the following month. The monthly payment shall be made to the Contractor on production of satisfactory performance report of security duty along with the attendance verified by officer in charge.
18. All the staff deployed for the security in various shifts shall be as per the Council's requirements. They shall be deployed in consultation with the officer designated for the purpose.
19. Deduction in the amount payable to Contractor shall be made due to absence from duty by any security staff or for unsatisfactory service rendered by the Contractors. The Council shall determine the amount of deduction and the reason for deduction shall be intimated to the contractor. The amount deducted from these purposes shall be final and binding on the Contractor.
20. The earnest money deposited shall be forfeited in case the Contractor fails to execute a formal contract agreement to commence the work by deploying required personnel by the date specified in the letter of award.
21. The Contractor should execute the agreement (on a non-judicial stamp paper of Rs. 100/-) within 15 days from the date of issue of letter for award.
22. The Council shall not be responsible for any injury or loss of life occurring (during the performance of security duties in the premises mentioned above) to any personnel deployed by the Contractor. Any compensation or expenditure towards treatment for such injury or loss of life or otherwise shall be borne by the Contractor and will be the sole responsibility of the contractor.
23. Company shall abide by all laws of the land including, labour laws, Companies Act. Tax deduction liabilities, Welfare Measures of its employees and all other obligations that enjoin in such cases and are not enumerated and define herein, though any such onus shall be inclusive responsibility of the Company, and it shall not involve the Council in any way whatsoever.
24. The rates mutually agreed to by the parties will remain the same throughout the period contract. However, in the event of any enhancements in the minimum wages by Delhi Administration or any other appropriate authority, the rates may be accordingly revised or varied to cover the increased costs to the Contractor arising on account of the said increase in the minimum wages, which shall be determined by the Secretary, NCERT and which shall be final and binding.

25. The Council shall pay for Supervisor/Security Guard Rs..... per month and EPF, ESI as well as Service Tax and relieving charges for 1 supervisor and 42 security guards, as per the rate prescribed by the Govt. of N.C.T. of Delhi to the agency. The number of security guards can be increased or decreased as per requirement of the Council. Whenever there is any increase in the wages, only variable Dearness Allowance (V.D.A.) announced by the Govt. of National Capital Territory of Delhi under the Minimum Wages Act shall be paid by Council.
26. The Contractor shall ensure for security and protections to all properties and personnel of the Council and will be responsible for the entire Campus.
27. The contractor shall abide by all laws of the land including, lab ours, laws, companies act, tax deduction liabilities, welfare measures of its employees and all other obligations that are obligatory in such cases and are not essentially enumerated and defined herein. The council shall not have any liability towards non-compliance of any of the laws by the Contractor, which are applicable in this regard.
28. The Contractor shall indemnify and keep indemnified the Council, its officers and employees from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against the Council by or on behalf of any person, body, authority whomsoever and all duties, penalties levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which the Council may now or hereafter be liable to pay, incur or sustain by virtue of or as a result of the performance or observance or non-observance of any of the terms and conditions of the contract by the Contractor. Without prejudice to the other rights, the Council will be entitled to deduct from the other dues payable to Contractor, the amount payable by the Council as a consequence of any such claims, demands, costs, charges and expenses. The Council shall not be responsible for death, injury or accident to any employees of the contractor which may arise out of or in the course of their duties on or about the council property and premises and in the event any damages or compensation in respect of such employees becomes payable, the Contractor hereby agrees to pay to the Council such damages or compensation upon demand. The Council shall also not be responsible or liable for any theft, loss, damage or destruction or any property, which belongs to the contractor or its employees.
29. The Council shall pay for Security Guard Rs.. per month and EPF, ESI as well as Service Tax and relieving charges for 42 security guards, as per the rate prescribed by the Govt. of N.C.T. of Delhi to the agency. The number of security guards can be increased or decreased as per requirement of the Council. Whenever there are any increases in the wages, only Variable Dearness Allowance (V.D.A.) announced by the Govt. of National Capital Territory of Delhi under the Minimum Wages Act shall be paid by Council.
30. The Contractor shall ensure for security and protections to all properties and personnel of the Council and will be responsible for the entire Campus.
31. The contractor shall abide by all laws of the land including, lab ours, laws, companies act, tax deduction liabilities, welfare measures of its employees and all other obligations that are obligatory in such cases and are not essentially enumerated and defined herein.

The council shall not have any liability towards non-compliance of any of the laws by the Contractor, which are applicable in this regard.

32. The Contractor shall indemnify and keep indemnified the Council, its officers and employees from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against the Council by or on behalf of any person, body, authority whomsoever and all duties, penalties levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which the Council may now or hereafter be liable to pay, incur or sustain by virtue of or as a result of the performance or observance or non-observance of any of the terms and conditions of the contract by the Contractor. Without prejudice to the other rights, the Council will be entitled to deduct from the other dues payable to Contractor, the amount payable by the Council as a consequence of any such claims, demands, costs, charges and expenses. The Council shall not be responsible for death, injury or accident to any employees of the contractor which may arise out of or in the course of their duties on or about the council property and premises and in the event any damages or compensation in respect of such employees becomes payable, the Contractor hereby agrees to pay to the Council such damages or compensation upon demand. The Council shall also not be responsible or liable for any theft, loss, damage or destruction or any property, which belongs to the contractor or its employees.
33. It is hereby declared that Contractor is for the purposes of this contract an independent contractor and all person employed or engaged by him in connection with the obligation under the contract shall be contractor's employees and not of the council.
34. The Contractor will undertake and declare that, in the event the workmen/ employees/persons engaged to carry out the purposes hereof, attempt to claim employment with the Council or attempt to be declared as employees of Council or attempt to become so placed, than in all such cases he will assist the Council in defending all such attempts of the contractor's employees and shall bear and pay solely and absolutely all costs, charges and expenses including legal charges incurred or which may be incurred in defending all such attempts and in any appeal or appeals filed by the Council, therein or relating thereto and Contractor will indemnify forever the Council against all such costs, charges and expenses including legal charges and against all/any loss expenses or damages, whether recurring or not, financial or otherwise, caused to or incurred by the Council as a result of such attempt by the Contractor's employees.
35. It is hereby agreed that the Council shall be entitled to set off any debt or sum payable by Contractor either directly or as a result of various liability to the Council against any money payable or due from the Contractor to the council or against any money payable or remaining with the council and belonging to contractor.
36. All disputes and claims shall be settled by arbitration, in accordance with the provisions of the arbitration law in force or any statutory requirements there of and shall be referred the sole Arbitrator to be appointed by the Council. The security agency shall not be entitled to raise any kind of objection whatsoever, in the event of the Council deciding to appoint any officer or employee of the Council as the Sole Arbitrator. The

award given by the arbitrator shall be final and binding on both the parties i.e. Council and the Contractor.

Signed on behalf of the Contractor

Signed on behalf of NCERT

WITNESS

WITNESS

1.

1.

2.

2.

NATIONAL COUNCIL OF EDUCATIONAL RESEARCH & TRAINING

SRI AUROBINDO MARG, NEW DELHI-110 016

PERFORMANCE BANK GUARANTEE

(To be executed on non Judicial stamped paper of an appropriate value)

Date :

Bank Guarantee No :

Amount of Guarantee :

Guarantee Period : From to.....

Guarantee Expiry Date :

Last date of Lodgement :

WHEREAS National Council of Educational Research & Training having its office at Sri Aurobindo Marg, New Delhi (hereinafter referred to as "**The Owner**" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance (LoA)*]

("Contract") with [*insert name of the Successful Bidder*](hereinafter referred to as the "**Contractor**" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of security services ("**Security Services**" shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*].....and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner

a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to 10% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "**Guaranteed Amount**") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the "Bank") having its registered office at [*insert the address*].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

Section 6.4

(i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PGB to the bank for amendment in price.

(ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [*figure of Guaranteed Amount to be inserted here*].....only).

(iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.

(iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.

(v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.

(vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.

(vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.

(viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.

(ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.

(x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.

(xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [*date of power of attorney to be inserted*].....granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

NATIONAL COUNCIL OF EDUCATIONAL RESEARCH & TRAINING

SRI AUROBINDO MARG, NEW DELHI-110 016

CHECK-LIST

Sl. No.	Particulars	YES/NO
1.	Have you filled in and signed the Contact Details Form?	
2.	Have you read and understood various conditions of the Contract and shall abide by them?	
TECHNICAL BID		
3.	Have you enclosed the EMD of Rs.2,00,000/- in the Technical Bid ?	
4.	Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender documents?	
5.	Have you attached proof of having met the following minimum eligibility criteria?	
5.1	Legal Valid Entity: Have you attached attested Certificate issued by the Registrar of firms / Companies?	
5.2	Financial Capacity: Have you attached Audited Balance Sheets ?	
5.3	Registration with Government Bodies like ESIC, EPF, Labour Laws: Have you attached a Registration copy of each of the certificate?	
5.4	Have you attached copy of License issued by Govt. of NCT Delhi in PSARA Act.2005	
5.5	Experience: Have you attached the attested experience certificates issued by the Organizations / Government Deptts of the last five years?	
5.6	Security: Have you attached proof of security experience?	
6.	Have you attached the proof of authorization to sign on behalf of	

	the bidder in the Technical Bid?	
7.	Have your Technical Bid been packed as per the requirements of the Tender?	
FINANCIAL BID		
	Have your financial Bid proposal is duly filled, sealed and signed on all pages?	
	Have you quoted prices against each of the category?	
	Have your financial bid been packed as per Tender?	