



GOVERNMENT OF INDIA
MINISTRY OF FINANCE: DEPARTMENT OF EXPENDITURE
CENTRAL PENSION ACCOUNTING OFFICE
TRIKOOT-II, BHIKAJI CAMA PLACE,
NEW DELHI

F.No. CPAO/ADMN/SECURITY TENDER/2015-16

Dated: 06 August, 2015

TENDER DOCUMENTS

For hiring of security guards to render service in the premises occupied by the CPAO, Trikoot-II, Bhikaji Cama Place, New Delhi.

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BRIEF INFORMATION ON BID DOCUMENT

Tender No.	File No. Admn./Security Tender(I)/15-16 dated 06/08/2015
Duration of Contract	One year from the date of agreement, which is extendable subject to satisfactory services
Last date and time of submission	3.00 P.M. on 31/08/2015
Date of opening Technical Bid	4.00 P.M. on 31/08/2015
Date of opening of financial bids for technically qualified bidders	To be notified later
EMD	Rs. 20,000/- (Rupee Twenty thousand only)
Cost of Tender Document	Nil
Total Number of pages of Tender Document	45
Address and Venue for the submission of EMD	Sr. Accounts Officer, CPAO, Trikoot-II, Bhikaji Cama Place, New Delhi

SECTION-1
(Notice Inviting Tender)

e-TENDER NOTICE

For hiring of Security Guards to render service in the premises occupied by the CPAO,
Trikoot-II, Bhikaji Cama Place, New Delhi

CPAO, Department of Expenditure, Ministry of Finance invites e-Tender under two bid system from registered and authorized firms / agencies for Providing of Security Services on outsourcing basis for the CPAO, Trikoot – II, Bhikaji Cama Place, New Delhi as per details given in the tender documents.

2. The tender documents can be downloaded from the websites of <http://eprocure.gov.in/eprocure/app> from 10/08/2015 to 31 /07/2015 (upto 03.00 P.M.)
3. The interested service providers/firms have to submit in Tender Box at Reception CPAO, Department of Expenditure, Ministry of Finance, Trikoot – II, Bhikaji Cama Place, New Delhi in two bid system {i.e (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Envelopes containing (i) Technical Bid and (ii) Financial Bid may be put in a bigger envelope, each envelope should clearly mention its contents. The Bid shall be submitted not later than 3.00 PM of 31/08/2015 addressed to Sr. Accounts Officer, CPAO, Department of Expenditure, Ministry of Finance, Trikoot– II, Bhikaji Cama Place, New Delhi.
4. The Earnest Money Deposit (EMD) of Rs.20, 000/- (Rupees twenty thousand only) in the form of Account Payee Demand Draft/Bankers' Cheque drawn in favour of PAO, CPAO, Central Pension Accounting Office, Trikoot –II, Bhikaji Cama Place, New Delhi-110066 has to be submitted to the Sr. AO., CPAO, Trikoot-II, Bhikaji Cama Place, New Delhi between 10/08/15 and 3.00 P.M on 31/08/2015. Bids shall not be considered in case the EMD is not submitted by 3.00 P.M on 31/08/2015. Late receipt of EMD viz., after closure of online bidding time, will make the bidder disqualified and that bid will not be considered. If the bid is received without EMD, it would not be considered and would be rejected summarily.
5. The Technical Bids will be opened online on 31/08/2015 at 4.00 P.M. by the Committee authorized by the Competent Authority of this Department. The financial bids of only those bidders, whose Technical Bids are accepted, shall be opened by the Committee authorized for the purpose.
6. The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the Department shall be final and binding.



(Vimal Kumar Sharma)
Sr. Accounts Officer (Admn.) (CPAO)



**SECTION - 2
TECHNICAL BID
SUBMISSION FORM**

TECHNICAL PROPOSAL SUBMISSION FORM

LETTER OF BID

Date 06 August, 2015

To

Deputy Controller of Accounts (CPAO),
Trikoort –II, Bhikaji Cama Place,
New Delhi-110066.

Ref: Invitation for Bid No. File No. CPAO/Admn./Security Tneder/2015-16/ dated 06/08/2015.

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing of Security services on outsourcing basis for the CPAO, Trikoort-II, Bhikaji Cama Place, New Delhi.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiry of the period.
4. If our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.
5. We also declare that the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerel

Authorised Signatory

(Authorised person shall attach a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation

(To be printed on Bidder's letterhead)



SECTION - 3

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding / Tender Document Purposes, the CPAO, Department of Expenditure, Ministry of Finance shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor and / or Bidder or interchangeably.
- 1.2 The tender documents can be downloaded from the websites of <http://eprocure.gov.in/eprocure/app> from 10/08/2015 to 31/08/2015 (upto 3.00 P.M.).
- 1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.4 The bidder shall submit the copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are **liable to be rejected**.
- 1.6 The bidding company should be a Limited / Private Limited Company, registered under the Companies Act, 1956 or Limited Liability Partnership Firm/Partner Firm under LLP Act, 2008 or Indian Partnership Act, 1932..
- 1.7 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the CPAO, Department of Expenditures, Ministry of Finance, New Delhi.
- 1.8 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgement due to CPAO, Department of Expenditure, Ministry of Finance. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.



2. MINIMUM ELIGIBILITY CRITERIA

2.1 The following shall be the minimum eligibility criteria for selection of bidders at technical bid stage of the bidding process:-

- (a) **Legally Valid Entity:** The Bidder/Bidding Firm shall necessarily be a legally valid entity in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956 or Limited Liability Partnership Firm/Partner Firm under LLP Act, 2008 or Indian Partnership Act, 1932. The proof for supporting the legal validity of the Bidder//Bidding Firm shall be scanned and uploaded with the bid documents.
- (b) **Registration:** The Bidder/Bidding Firm must be registered with the Income Tax and also registered under the Labour Laws/Rules, Employees Provident Fund Organization, Employees State Insurance Corporation. The proof in support same shall be scanned and uploaded with the bid documents.
- (c) **Clearance:** The Bidder/Bidding Firm must have clearance from Sales Tax, Service Tax Department and Income Tax Department. The proof in support of the same shall be scanned and uploaded with the bid documents.
- (d) **Experience:** The Bidder shall have experience in the similar field for providing of Security services in the Government Ministries/Departments/Public Sector (Central or State) for the last five consecutive years. In case no bidder has provided government experience / public sector experience, then the bidders with experience in reputed organization may be considered by the Competent Authority of the client.

2.2 Documents supporting the Minimum Eligibility Criteria:

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2.1(a), attested copies of certificates of incorporation issued by the respective registrar of firms/companies shall be accepted, which shall be scanned and uploaded with the bid documents.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2.1(b), attested copies of PAN, Labour Registration, EPFO Registration, ESIC Registration shall be acceptable, which shall be scanned and uploaded with the bid documents.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2.1(c), attested copies of Clearance Certificate (Last three years returns) from Sales/Service Tax Department, Income Tax Department shall be acceptable, which shall be scanned and uploaded with the bid documents.
- (iv) In proof of having fully adhered to minimum eligibility criteria at 2.1(d), attested copies of experience certificates for completed work / ongoing work issued by the



Government Departments / PSUs / reputed companies shall be acceptable. The bidder has to submit the relevant work experience certificates in last 5 year.

- (v) Attested copy of the audited balance sheets for the completed three financial years i.e. for 2012-13, 2013-14 and 2014-15. (However, in support of 2014-15, an attested and signed copy of provisional balance sheet shall be acceptable), which shall be scanned and uploaded with the bid documents.
- (vi) Attested copy of manpower wages roll and EPFO Challan in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters shall be acceptable, which shall be scanned and uploaded with the bid documents.

3. **EARNEST MONEY DEPOSIT:**

- 3.1 The Earnest Money Deposit of Rs.20, 000/- (Rupees Twenty thousand only) in the form of Account Payee Demand Draft/Bankers' Cheque issued by any Nationalized Bank drawn in favour of PAO, Central Pension Accounting Office, Trikoot-II, Bhikaji Cama Place, New Delhi-110066 has to be submitted to the Sr. A.O. (Admn), CPAO, Trikoot -II, Bhikaji Cama Place, New Delhi-110066 between 10/08/15 and 3.00 P.M on 31/08/2015. The validity of the Demand Draft/Bankers' Cheque must be up to 6 (six) months starting from the date of submission of the bids.
- 3.2 No request for transfer of any previous deposit of Earnest Money Deposit or Performance Security Deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
- 3.4 The bids without Earnest Money Deposit shall be summarily rejected.
- 3.5 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable on EMD.

3.6 **The bid security may be forfeited:**

- (i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form; or
- (ii) In case of successful bidder, if the bidder
 - (a) Fails to sign the contract in accordance with the terms of the tender document;
 - (b) Fails to furnish required Performance Security Deposit in accordance with the terms of Tender Documents within the time frame specified by the client; or
 - (c) Fails or refuses to honor his own quoted prices for the services or part thereof.



4. VALIDITY OF BIDS

- 4.1 Bids shall remain valid and open for acceptance for a period of **120 days** from the last date of submission of Bids.
- 4.2 In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 4.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

5. PREPARATION OF BIDS

- 5.1 **Language:** Bids and all accompanying documents shall be in English or in Hindi.
- 5.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Documents alongwith all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount.

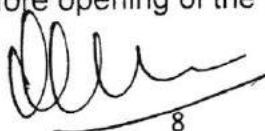
Documents comprising the Bid:

- a. Technical Bid Submission Form duly signed and printed on Company's letterhead.
- b. Contact Details Form, duly filled and signed & stamped (Form I: Section 8.1).
- c. Financial Capacity form-filled in and signed & stamped (Form II: Section 8.2).
- d. Earnest Money Deposit of Rs.20,000/-
- e. All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Section-2 above.

Financial Bid: Bidder shall prepare the financial Bid in the Price Schedule as provided in the Tender Document

6. SUBMISSION OF BIDS

- 6.1 The Bidding Firms have to submit the tenders in Tender Box at Reception CPAO, Department of Expenditure, Ministry of Finance, Trikot – II, Bhikaji Cama Place, New Delhi. in two bid system {i.e (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Envelopes containing (i) Technical Bid and (ii) Financial Bid may be put in a bigger envelope, each envelope should clearly mention its contents. The Bid shall be submitted not later than **3.00 PM of 31/08/2015** addressed to Deputy Controller of Accounts, CPAO, Department of Expenditure, Ministry of Finance, Trikot– II, Bhikaji Cama Place, New Delhi.
- 6.2 No Bid shall be accepted after the specified date and time. However the Competent Authority in the Department of Expenditure, reserves right to extend the date / time for submission of bids, before opening of the Technical Bids.



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7. BID OPENING PROCEDURE

- 7.1 The Technical Bids shall be opened on 31/08/2015 at 4.00 P.M. by the Committee authorized by the Competent Authority of the Department, in the presence of such bidders, who may wish to be present themselves personally or through their representatives.
- 7.2 The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose.
- 7.3 A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.
- 7.4 Absence of bidder or their representative shall not impair the legality of the opening procedures.
- 7.5 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.
- 7.6 Bids shall be declared as valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of valid Bid.
- 7.7 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, and time remaining unaltered.

8. CLARIFICATION ON TECHNICAL BID EVALUATION.

- 8.1 The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.
- 8.2 If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.
- 8.3 Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.2.

9. TECHNICAL BID EVALUATION (SEGREGATED TYPE)

- 9.1 The client shall follow two bid systems where the technical bid and financial bid shall be evaluated separately.
- 9.2.1 The Bidder shall be required to produce attested copies of the relevant documents in support of the documentary evidences of para 2.1 for being considered during technical evaluation.



- 9.3 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. by following the procedures of para 9. The Technical Bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will not be opened online.
- (i) The responsiveness of the bid, i.e; receipts of duly filled, signed and accepted bid documents in complete form, including Authorization letter.
 - (ii) Receipt of valid EMD with requisite amount in acceptable format.
 - (iii) Documents in support of proof of meeting the minimum eligibility criteria.
 - (iv) Any other documents as required to support the responsiveness of the bidder, as per tender.
- 9.4 The bidder(s) who will qualify in the technical evaluation stage shall only be called for opening of Financial Bids.

10. FINANCIAL BID OPENING PROCEDURE

The Financial Bids of all the technically qualified bidders shall be opened on the appointed date and time in the presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of tender.

- 10.1 Absence of bidders or their authorized representatives shall not impair the legality of the process.
- 10.4 The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.
- 10.5 Merely becoming the lowest bidder, prior to Financial Bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure as explained in para 11.

11. FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER

- 11.1 The financial evaluation shall be carried out and financial bids of all the bidders shall be examined by the tender opening Committee.
- 11.2 For the purpose of deciding L1, L2, ...etc. in the financial bids, the total cost per month will be arrived by adding monthly wages, services charges etc. as given in the Schedule (Financial Bid).
- 11.4 If there is a discrepancy between words and figures, the amount in words shall prevail.



12. RIGHT OF ACCEPTANCE:

- 12.1 The Competent Authority in CPAO, Department of Expenditure, Ministry of Finance reserves all rights to reject any bid including bids of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of CPAO, Department of Expenditure, Min. of Finance in this regard shall be final and binding.
- 12.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 12.3 The Competent Authority in CPAO, Department of Expenditure reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
- 12.4 In case of failure to comply with the provisions of the terms and conditions mentioned by the agency that has been awarded the contract, the Competent Authority in CPAO, Department of Expenditure reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulting agency, which has been awarded the initial contract and this will be binding on the bidders.
- 12.5 The CPAO, Department of Expenditure may terminate the contract if it is found that the Contractor is blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings etc.

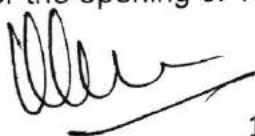
13. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'

- 13.1 After determining the successful bidder after evaluation, the client shall issue a Letter of Acceptance (LOA) in duplicate, which will return one copy to client duly acknowledged, accepted and signed by the authorized signatory, within **three (3) days** of receipt of the same by the successful bidders.
- 13.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be binding to the contractor.

14. RETURNING OF EARNEST MONEY DEPOSIT (EMD).

- 14.1 The Earnest Money Deposit of the unsuccessful bidders in the **Technical Bid evaluation stage** shall be returned within seven (07) days after opening of the eligible Financial Bids.
- 14.2 The Earnest Money Deposit of the unsuccessful bidders in the **Financial Bid evaluation stage** shall be returned within seven (07) days, on award of contract to the successful bidder.

The Earnest Money Deposit (EMD) of all the bidders shall be returned, in case of cancellation of Tender after the opening of Technical Bids and prior to opening of financial bids



15. PROFORMA FOR SUBMISSION OF INFORMATION FOR EVALUATION OF TECHNICAL BID:

Sl. No		Relevant Information	Page No of the supporting document, which is enclosed alongwith the bid document
1	Name of Agency:		
2	Nature of the concern: (Limited Company or Private Limited Company Registered or Limited Liability Partnership Firm/Partner Firm)		
3	Full Address of Reg. Office Telephone No. FAX No. E-Mail Address.		
4	Full address of Operating/ Branch Office in Delhi (i) Telephone No. (ii) FAX No. (iii) E-Mail Address.		
5	Number of years in Operation		
6	Turnover		
7	Number of Manpower on roll		

Signature of authorized person

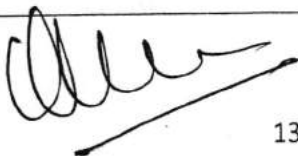
Date:
Place:Name :
Seal :**Note:** Proper page numbering all the supporting must be made and scanned, which are to be uploaded with the bid documents.


SECTION - 4
GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS**1.1 General**

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

"Agreement"	The word "Agreement" and "Contract" has been used interchangeably.
Party	The word "Party" means the Successful Bidder to whom the work for 'Hiring of services for providing security on areas in the premises occupied by the CPAO, Department of Expenditure, Ministry of Finance at Trikoot II, Bhikaji Cama Place has been awarded and the client "CPAO, Ministry of Finance".
Letter of Acceptance	Shall mean the intent of the client to engage the successful bidder for the hiring services of for providing security service in the premises occupied by Central Pension Accounting Office,.
Notice to Proceed	Shall mean the date at which the manpower services are to commence in client's premises.
Confidential Information	Shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business / assets of client including the information having the commercial value.
Termination Date	Shall mean the date specified in the Notice of Termination given by either party to the other party, from which the contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party.
Contractor	Shall mean the successful bidder to whom the work of security on areas in the premises occupied by the CPAO has been awarded.

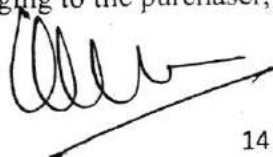


1.2 CONFIDENTIALITY

- 1.2.1 The contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the client's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of client's information.
- 1.2.2 If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Contractor to the Client immediately on receipt of such queries.

2 PERFORMANCE SECURITY DEPOSIT

- 2.1 The successful bidder have to deposit Performance Security Deposit (**PSD**) will of a sum equivalent to 10% of the accepted contract value in favour of PAO (Admn), Central Pension Accounting Office, Department of Expenditure, Ministry of Finance, New Delhi payable at New Delhi in form of Demand Draft/FD made in the name of the agency/firm and hypothecated to the **Sr.AO (Admn), Central Pension Accounting Office**, Department of Expenditure, Trikot II, Bhikaji Cama Place, New Delhi-110066 within fifteen days of the acceptance of the LoA. The PSD shall remain valid for a period of 15 (12+3) months from the date of commencement of the contract. The PFD would be refundable only after successful completion of the contract. In case, the contract is further extended beyond the initial period, the PFD will have to be accordingly renewed by the successful bidder.
- 2.2 The Performance Security Deposit (**PSD**) will be forfeited by order of the Competent Authority of CPAO, Department of Expenditure in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non - acceptance of the work order. On expiry of the contract, portion of the said FDR as may be considered by the CPAO, Department of Expenditure sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- a) If the contractor is called upon by the Competent Authority in the Department of Expenditure to deposit Security and the contractor fails to provide the Security Deposit within the period specified such failure shall constitute a breach of the contract and the Department of Expenditure shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form.
- c) And upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.



3. NOTICE TO PROCEED

After the acceptance of the LoA and securing Performance Security Deposit from the successful bidder, client shall issue the 'Notice to Proceed', to the contractor authorizing him to provide manpower in the Department at the specified locations.

4. SIGNING OF CONTRACT AGREEMENT

- 4.1 The successful bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.
- 4.2 Client shall prepare the draft Articles of Agreement in the Proforma included in this document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful bidder for their concurrence.
- 4.3 The successful bidder shall return the duly concurred copies of the draft Articles of Agreement within **Two (02) days** of receipt of the draft Articles of Agreement from the client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- 4.4 The competent authority of the client shall sign the contract agreement and return a copy of the same to the successful bidder.

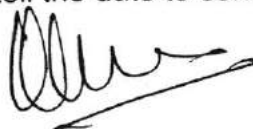
5. SERVICES REQUIRED BY THE CLIENT

- 5.1 The contractor shall be providing security on areas in the premises occupied by the CPAO as per the details given herein, or any other location as required by the client to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.
- 5.2 The client shall pay the charges as agreed between the client and the contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of the bidding process.
- 5.3 The contractor shall provide security on areas in the premises occupied by the CPAO to its entire satisfaction and it is the sole responsibility of the contractor that the work is executed in all respects in accordance with the contractor's obligations.

6. COMMENCEMENT OF SERVICES

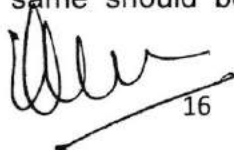
The contract shall become legally binding and in force only upon:

- 6.1 Submission of Performance Security Deposit.
- 6.2 The contractor shall commence security on areas in the premises occupied by the CPAO, Ministry of Finance within from the date decided by the competent authority of CPAO. The client will tell the date to contractor seven days before decided date.



7. CONTRACTOR'S OBLIGATIONS

- 7.1 The contractor shall provide security on areas in the premises occupied by the CPAO as per Schedule of Work / Requirements which may be amended by the client during the contractual period and it shall always form part and parcel of the contract. The contractor shall abide by such assignments as provided by the client from time to time.
- 7.2 The contractor shall provide security services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the contractor only and the client shall not in any manner be liable and all statutory liabilities (such as ESI & PF, Bonus and after statutory dues etc.) shall be paid for by the contractor.
- 7.3 The contractor shall submit to the client the details of amount deposited on account of EPF, ESI and Bonus etc in respect of the deployed personnel to the concerned authorities from time to time.
- 7.4 The contractor shall produce to the client the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.
- 7.5 The Client shall have the right, within reason, to have any personnel removed, who is considered to be undesirable or otherwise and similarly the contractor reserves the right to remove any personnel with prior intimation to the client, emergencies, exempted.
- 7.6 The contractor shall cover its personnel for personal accident and death whilst performing the duty and the client shall own no liability and obligation in this regard.
- 7.7 The contractor shall exercise adequate supervision to reasonably ensure proper performance of security Services in accordance with Schedule of Requirements.
- 7.8 The contractor shall issue identity cards / identification documents to all its employees who will be instructed by the contractor to display the same.
- 7.9 The personnel of the contractor shall not be the employees of the client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this contract. The contractor shall make them known about this position in writing before deployment under this agreement.
- 7.10 The contractor shall also provide at its own cost all the benefits, statutory or otherwise to its employees and the client shall not have any liability whatsoever on this account. The contractor shall also abide by and comply with the Labour Laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income Tax Laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act), 1970 and the Rules made there under for the time being in force, or any other law
- 7.11 The contractor shall provide minimum of two sets each of summer and winter uniforms to its personnel at its own cost.
- 7.12 The contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the contractor **quarterly basis**.



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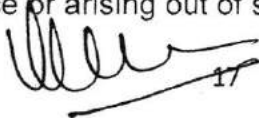
- 7.13 The contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.
- 7.14 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 7.15 All necessary reports and other information shall be supplied immediately as required by the client.
- 7.16 The contractor shall not employ any person below the age of 18 years old. Manpower so engaged shall be trained for providing the services.

7.17 Contractor's Personnel

- 7.17.1 The contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the client premises at the client's site and in sufficient number to undertake the responsibilities imposed upon the contractor under the contract and to provide full attention for executing the work thereof.
- 7.17.2 The contractor shall submit its organizational chart, showing therein the details of key personnel with their full contact details. The contractor shall also keep informing the client of any change in its organization or its personnel
- 7.17.3 The personnel engaged by the contractor shall be dressed in a neat and clean uniform (including proper name badges).

8. CONTRACTOR'S LIABILITY

- 8.1 The contractor shall completely indemnify and hold harmless the client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the contractor or any of its employees and engaged in the provision of the security services to the client.
- 8.2 The contractor shall not be liable in any way whatsoever and the client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
 - 8.2.1 Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
 - 8.2.2 consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause, whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data was due to the negligence or default of the contractor or any of its employees engaged in the provision of manpower services to the client.
- 8.3 The contractor shall not sub-contract or sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, the client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the client may sustain in consequence or arising out of such replacing of the contract.



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9. CLIENT'S OBLIGATIONS

- 9.1 The Client shall comply with and fulfill the recommendations (if any), if deemed necessary by the client, made in writing by the contractor in connection with the performance of the services. The client shall notify the contractor of any dishonest, wrongful or negligent acts or omissions of the contractor's employees or agents in connection with the services as soon as possible after the client becomes aware of them.
- 9.2 The client shall not be under any obligation for providing empanelment to any of the personnel of the contractor after the expiry of the contract. The client does not recognize any employee-employer relationship with any of the workers of the contractor.

10. VALIDITY OF CONTRACT

The contract, if awarded, shall be initially valid for a period of one year from the date of award subject to continuously satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the client. The initial period of one year may be extended, be extended subsequently, on mutual consent, for a period of not more than one year at a time (upto a maximum of two years) on review of performance, depending upon the requirements and administrative conveniences of the CPAO, Department of Expenditure.

11. PAYMENTS

- 11.1 After selection of the successful bidder as contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the contractor by the client for the security services.
- 11.2 The prices in the Price Schedule shall be exclusive of any Service Tax, Education Cess, Secondary and Higher Education Cess or any other applicable taxes as may be levied by the Government from time to time and the same shall be charged in addition to the applicable rates.
- 11.3 TDS will be deducted as per Government rules.
- 11.4 The contractor shall raise invoice on monthly basis and submit the same to the client by 2nd of every following month. The client shall make all endeavors to make payments within 15 days from the date of the receipt of the clear invoice from the contractor.
- 11.5 The initial cost of the contract shall be valid for a period of one year. No price escalation, other than minimum wages revision, shall be entertained by the Client during the period.
- 11.6 After expiry of the initial period of the contract of one year and if the contract is renewed by the client, the contractor shall claim increase in the contract cost only on account of increase in the minimum wages, as and when increased by the Government.
- 11.7 All payments shall be made in Indian Currency by means of Electronic Clearance Service (ECS).



- 11.8 The Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the contractor, and the amount so deducted shall be deemed to be a payment made to the contractor.
- 11.9 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

12. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

- 12.1. "Force Majeure" shall mean any event beyond the control of the client or of the contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:
- (i) War, hostilities, invasion, act of foreign enemy and civil war;
 - (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
 - (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
 - (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty eight) hours following the date of commencement of any event of Force Majeure, an affected party shall notify to the other party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- 12.2 The date of commencement of the event of Force Majeure;
- 12.3 The nature and extent of the event of Force Majeure;
- 12.4 the estimated Force Majeure Period,
- 12.5 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the contract is affected by the Force Majeure.
- 12.6 The measures which the affected party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- 12.7 Any other relevant information concerning the Force Majeure and /or the rights and obligations of the parties under the contract.

13. TERMINATION

This contract may be terminated by either party by giving written notice to the other if:

- 13.1 The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or



13.2 The contract may be terminated forthwith by the client by giving written notice to the contractor, if:

13.2.1 In case of breach of any of terms and conditions of the contract by the contractor, the Competent Authority of the client shall have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by the client in that event and the Performance Security Deposit in the form of Fixed Deposit Receipt shall be forfeited and encashed.

13.2.2 The contractor does not provide security services satisfactorily as per the requirements of the client or / and as per the Schedule of Requirements

13.2.3 The contractor goes bankrupt and becomes insolvent.

14. DISCLAIMER

The relatives / near relatives of employees of the client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

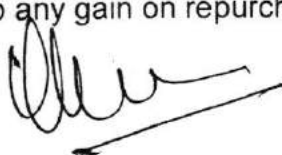
- (a) Members of a Hindu Undivided Family.
- (b) Their husband or wife.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

15. INSOLVENCY

15.1 The Competent Authority of the office CPAO, Department of Expenditure may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- ii) If the contractor commits any breach of this contract not herein specifically proved for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased



16. CURRENCIES OF BID AND PAYMENTS

- 16.1 The bidder shall submit its price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

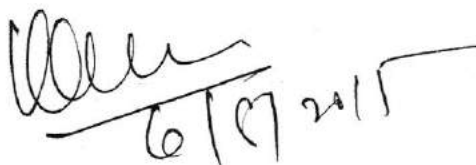
17. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

- 17.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the client in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties.

- 17.2 **Jurisdiction of Court:** This contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the Courts in Delhi.



(Vimal Kumar Sharma)
Sr. Accounts Officer (Admn.) (CPAO)



SECTION - 5
SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the "Instructions to the Bidders".

2. INDEMNIFICATION:

The successful bidder is solely liable to fully indemnify and keep the client indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. The client shall be vested with sole discretion to determine damages / loss suffered on account of above firm, the dues payable from Performance Security Deposit as Performance Guarantee or from the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the contractor at any point of time.

3. LABOUR LAW COMPLIANCES

- 3.1 The engagement and employment of labourers(Security Guards) and payment of wages to them as per existing provisions of various Labour Laws and Regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. The client may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.
- (a) All wages and allied benefits such as Leave, ESI, PF, Gratuity, Bonus etc, shall be paid by the contractor and the client shall not incur any liability or additional expenditure, whatsoever for personnel deployed.
- (b) It is mandatory that the employees must be paid through bank/cheques/ECS only in terms of instruction of the Labour Commissioner.
- 3.2 The contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the contractor to the client every month alongwith the bill. The contractor shall abide, including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonus.
- 3.3. The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non - compliances of labour or other related laws.
- 3.4 The contractor shall be responsible for compliance of all the laws/ rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/workers, engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of the contract.


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3.5. The contractor shall submit periodical returns as may be specified from time to time.

4. **OFFICIAL RECORDS :**

4.1 The contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in premises of the client.

4.2 The contractor shall maintain a personal file in respect of all the staff, who is deployed in Client's Office. The personal file shall invariably consists of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-à-vis action taken etc.

4.3 The contractor shall furnish an undertaking that within seven days of the close of every month they will submit to client a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESIC / EPFO Commissioners.

4.4 Each monthly bill must accompany the:

- (a) List of employees with their date of engagement
- (b) The amount of wages (The contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/EPF/Bonus etc.)
- (c) Copies of authenticated documents of payments of such contributions to EPFO/ESIC.
- (d) Declaration of the contractor regarding compliance of EPF/ESIC requirements.

4.5 The contractor shall also prepare a register indicating all payments / dues in respect of all the employees.



**((Vimal Kumar Sharma)
Sr. Accounts Officer (Admn.) (CPAO)**



SECTION - 6

SCHEDULE OF WORKS/ REQUIREMENTSJOB DESCRIPTION:

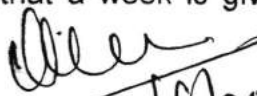
1. To provide the Security at the CPAO, Trikoot-2, Bhikaji Cama Place, New Delhi.

HOURS OF WORK:

2. The guards shall be provided continuously round the clock in three shifts of 8 hours each as needed by CPAO. The duty timing of the persons shall be as under:

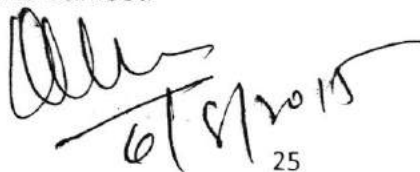
Shift	Timings	Number of guards required
I	From 6.00 AM to 2.00 PM	Two Guards
II	From 9.00 AM to 5.00 PM	One Guard
III	From 2.00 PM to 10.00 PM	Two Guards
IV	From 10.00 PM to 6.00 AM	One Guard

3. The security guard next in line replacing the security guard shall arrive 15 minutes earlier than his stipulated reporting time. In case the security guard shall not leave the premise (work station). No extra duty hours shall be counted for the same by CPAO. They shall not leave the premise (work station) unattended for lunch/ any other work whatsoever.
4. The agency shall be responsible for security and shall make all necessary arrangement to safeguard the movable and immovable property and prevention of theft within the premises, assigned to it for security, by CPAO.
5. It shall be the duty of the agency to safeguard the life and property of the CPAO, employees & visitors.
6. Preventing unauthorized entry in the area assigned to it for security purposes by CPAO.
7. The agency staff shall work under the supervision of the Administration department (CPAO) and/ or any officer authorized by CPAO.
8. The agency shall provide uniform and other accessories.
9. The agency shall undertake full responsibility for the performance/ actions of its staff.
10. The agency shall submit Police verification of each staff member alongwith photocopies of their AADHAR cards.
11. The agency shall ensure that a week is given to guards display as presents in the existing Laws.


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TERMS AND CONDITIONS

1. The interested firm should have earlier provided the service of the nature as is exemplified in the tender document. Such service must have been rendered in state/central govt. /PSUs.
2. That the agency shall be responsible for all security measures and arrangement to safeguard the movable and immovable property & equipments etc. entrusted to it for security purposes by Administration department (CPAO) and/or any other officer authorized by CPAO.
3. That the agency will take care of the property of CPAO for preventing theft, loss, pilferage, riots, arson, fire from the areas entrusted to its control and shall be responsible for all such lapses.
4. That the agency shall provide the security services by appointing trained Security guards/ personal.
5. That the agency shall within a week of the award of the work and the deployment of security guards furnish a certificate stating that the security guards are trained and none of the security guards have been discharged from any earlier service on the ground of criminal charges, theft & unreliability/inefficiency.
6. That the agency shall ensure that their staff deployed for service in CPAO premise shall be available during their duty hours as per duty roster and they shall not leave their place of duty without the permission of Administration department (CPAO) and/or any other officer authorized by CPAO.
7. That the agency shall deploy suitable personnel at all relevant time for rendering services and shall further maintain a list of the reserves to provide the replacement and supplement the strength. The Agency shall furnish such list to
8. Administration department (CPAO) and/or any other officer authorized by CPAO every month.
9. That the agency staff shall check the movement of materials and maintain systematic and up to date records and keep proper log book/control of movement of every person and vehicles entering or leaving the CPAO corporate office/premise entrusted to it for security by Administration department (CPAO) and/or any other officer authorized by CPAO.
10. That the agency staff shall be responsible to provide immediate replacement for any Security Guard, who is not available on duty at the place of posting for any emergency and pressing reasons.
11. That the CPAO Authorities shall have the right to ask the agency to replace any staff of the agency by any other suitable person in case the staff is not discharging its services properly. The decision by Administration department (CPAO) and/or any other officer authorized by CPAO shall be final and the Agency shall comply with the same at the earliest.

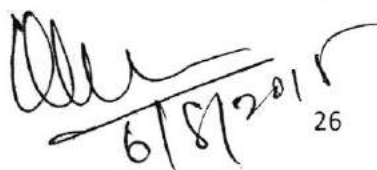


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12. That the agency staff shall carry out such other legitimate duties as are entrusted to them from time to time.
13. That the agency shall not engage any sub-contractor or transfer the contract to any other person.
14. That the agency shall remain in touch with the fire fighting Deptt. /police and as and when their services are required, the Agency shall liaison and cooperates as per requirements of the institution.
15. The clearance of the local police with regards the past criminal records antecedents of the persons deployed by it shall be obtained by the agency before deployment of the personnel.
16. The names of the workers appointed/employed by the agency shall be made known to the Authorities with their Identity card/employment number, before commencing deployment. The frequent changes in the manpower deployed shall not be allowed, the changes shall be allowed only with the prior specific approval of Administration department (CPAO) and/or any other officer authorized by CPAO.
17. The agency shall provided the mobile no. of Security Guard which shall be intimated to Admn. Section.
18. The rates quoted as per details given at item no. 3 on page 1 of the Tender Form shall prevail for the entire period of the contract. Any amendment thereto shall be at the solo option of Administration department (CPAO) and/or any other officer authorized by CPAO. The said rate shall be quoted keeping in mind all the statutory compliance under labour laws/other regulations by bidder.
19. In case of increase revision in minimum wages by the Delhi Govt. subsequent to opening of the tender, then only differential increase over the minimum wage if any shall be payable by CPAO.

For Example:

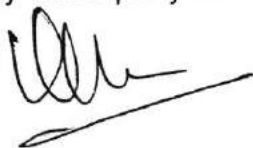
- W_0 = Minimum Wage
 - W_1 = Revised minimum by notified by Delhi Government.
 - Increase amount of the minimum wages shall be $W_1 - W_0$
 - *In addition corresponding increase in PF/ESI shall be paid by CPAO.*
20. The Agency shall make the payment to their Security Guards as quoted, in the premises of CPAO Corporate, and in the presence of authorized representatives of the CPAO and the necessary certificates in this regard shall be submitted by the Agency every month to CPAO.
 21. The Agency shall claim their commission in the form of Service Charges for providing services at a rate quoted by it in the tender document.
 22. In case of any loss/theft of CPAO property, Administration or any officer authorized by him shall consider the circumstances leading to the loss, theft and if the responsibility is fixed upon the agency by the above mentioned officer, the agency shall make good the loss within a specified period or else deduction of the cost shall be made from the following month's bill.


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23. A Demand Draft for Rs. 20, 000 (Rupees Twenty thousand only) favoring Pay & Accounts Officer, CPAO New Delhi shall be furnished by the tenderer/firm/company at the time of the issuance of the work order.
24. **Payment of Bills:** - The bill for the preceding month shall be presented in triplicate, by the contractor/agency by the 2nd day of the next/subsequent month, to the CPAO authorities to arrange the payment. Payment will be made through e-payment only. TDS shall be deducted as per govt. order. Further, the agency shall furnish a copy deposition of monthly EPF/ESIC challan/returns etc. with next bill, failing which Amount as deemed fit by CPAO shall be withheld in the next subsequent bill.
25. The tenderer shall deposit an earnest money of Rs. 20,000/- (Rupees Twenty Thousand only) along with the tender proforma through Bank Draft drawn in favour of Pay & Accounts Officer, CPAO, New Delhi failing which the tender will not be considered for acceptance and will be out rightly rejected.
26. The successful tenderer shall have to execute an agreement with CPAO, which shall be in consonance to the present terms and conditions, on a non-judicial stamp paper of Rs.50/- to be purchased and provided by the tenderer within seven days from the date of acceptance of the offer failing which the Earnest Money and Security deposit shall be forfeited.
27. The Security deposit shall be returned to the contractor on the expiry of the contract period on (Contractor/Agency) furnishing the usual clearance/No Demand Certificate.
28. The contractor/agency should take care that the rate and amount are written in (figure & word). In case of ambiguity, the rate as quoted in word shall be the correct one.
29. **Forfeiture of earnest money:-** If any tenderer withdraws his tender within the validity period or makes any modification in terms & conditions of the tender which are not acceptable to the administration department, shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money absolutely.
- 29 The tenderer is advised to read the terms and conditions of the tender as indicated in this form and satisfy themselves about their fulfilling these conditions as also meeting with the requirements of documents and other condition, issues as mentioned in the Tender form before submitting the tender. The offer of the tenderer who do not fulfill the conditions/requirements as per the tender form and/or do not enclose the documents required or submit the documents which are fabricated/incomplete in any respect and/or furnish incorrect information shall not be considered. In this regard, decision of the Administration department (CPAO) or any other Officer appointed in this regard shall be final and binding on all concerned.
30. The earnest money of the tenderer whose tender is not accepted shall be refunded without any interest thereon within a month of award of the security contract.


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31. The contract can be terminated by the CPAO by giving a months' notice. The contractor/ agency can terminate the contract by giving three months notice.
32. In case the contractor/agency leaves the job before completion of the period of contract, CPAO shall be entitled to forfeit the security money deposited by the contractor/agency for the execution of this contract. The same shall be over and above and excluding/non-inclusive of the liquidated damages suffered on such account by CPAO, if any.
33. In case of any loss or theft, it shall be made good by the agency and failure on the part of the contractor/agency part to do within a period of 30 days, the loss shall be made good by the encashment of Security Deposit, and if the amount of loss or damage exceed the amount of Security Deposit then the remaining amount shall be recovered from the amount standing and payable to the contractor/agency.
34. It shall be the responsibility of the Contractor/agency to comply with all labour laws/regulations applicable with respect to the its staff working under the arrangement as is envisaged under the Tender. The contractor/agency shall further undertake to indemnify CPAO of any liability incurred by it on account of non-adherence to labour laws/regulations by it within a period of 60 days.
35. Any controversy or disputes arising out of this contract shall be referred to the sole arbitrator for adjudication of dispute to be appointed by Administration department(CPAO) and/or any other officer authorized by CPAO on an application made to it within 30 days of the arising of the dispute. The entertainability of an application made after the period of thirty days shall be at the discretion of Administration department (CPAO) and/or any other officer authorized by CPAO. The Arbitration and Conciliation Act, 1996 shall apply and the venue of the arbitration shall be New Delhi. The cost of arbitration shall be shared equally by both the parties
36. Any individual/firm/company/registered society/registered co-operative society presently engaged by this institution and whose performance has not been found satisfactory shall not be considered to be eligible for offering tenders even if the individual firm/ company/ registered society/ registered co-operative society subsequently changes the character/ style/ nomenclature/ composition of the tenderer and such tender shall be rejected out rightly.
37. A party who is liable to be disqualified or is ineligible to participate in the tender according to the aforesaid conditions, shall not be entitled to offer the tender in the name of its associate concern/ subsidiaries/principals/ and the administration dept. or authorized officer on his behalf may declare the tenderer disqualified on this ground, if he is of the opinion that the said tenderer is in collusion with/for the benefit of any other party who has been disqualified to participate in the tender on its own.



38. The tenderer shall disclose in writing all relevant facts as to ownership of the agency and constitution of the business. If it is a proprietary concern, the name of the proprietor, if it is a firm, the names of all the partners and attested copy of partnership deed, and if it is a company, the names of all the Directors, shall be disclosed. Further, if the said proprietor/any of the partners/any of the Directors has/have substantial interest in any other agency, the said fact and the nature of the said interest shall also be disclosed at the time of submission of tender. If the concerned agency has any associated concern/subsidiary/principal/holding company/holding firm, the same shall be disclosed with full particulars.
39. The CPAO, reserves the right to accept or reject any or all tenders without assigning any reason and shall not be bound to accept lowest tender.
40. The terms and conditions contained herein shall form part of and shall take as if they were included in the contract agreement to be entered in to between CPAO with the contractors.

Note: If any of the terms & conditions (1) to (39) above is not found fulfilled during the work contract, the CPAO reserves the right to discontinue the contract without assigning any reasons thereof by providing a hearing to the contractor, if he wants so.

OTHER GENERAL TERMS & CONDITIONS

1. The contractor shall perform the security services in the manner and as per the instructions of the client.
2. The contractor shall ensure that all personnel deployed by the firm are fully conversant with the premises and with the client's business activities and its related requirements.
3. The client shall have the right to have any person removed, who is considered to be undesirable or otherwise and similarly the contractor reserves the right to remove the personnel with prior permission of the client, emergencies, exempted.
 - (a) The contractor shall cover its personnel for personal accident and / or death while performing the duty.
 - (b) The Contractor shall exercise adequate supervision to ensure proper performance of manpower services in accordance with the requirements.
 - (c) The contractor shall issue identity cards / identification documents to all its employees, who will be instructed by the contractor to display the same at all times. The personnel of the Contractor shall be subject to detailed direction and control of the Contractor and in relation to manner and model of performance of duties, as agreed vide this agreement.
 - (d) The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.



- (e) The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account.

PENALTIES:

In addition to the penalties

- (a). The Contractor shall disburse salary to its deployed manpower, if any, latest by 5th of every month, failing which penalty of Rs. 1000/- per day will be imposed upto 15th of the month and the contract shall liable to be terminated. Performance Security Deposit shall be forfeited and the FDR will be encashed.
- (b). Whenever and wherever it is found that the assigned work is not performed upto the entire satisfaction of the Client, it will be brought to the notice of the Contractor by the Client and if no action is taken immediately, penalty of Rs.1000/- per day per complaint will be imposed.
- (c). The Contractor has to maintain adequate number of manpower, materials and instruments as per the contract and also arrange a pool of standby manpower. If the required number of workers is less than specified number as mentioned in the contract, a penalty of Rs.500/- per absentee per day shall be deducted from the bill(s).
- (d). The contractor shall supply fresh sets of uniforms/badges, identity cards to all personnel who shall wear the same while on work and also keep their uniform neat and clean. If any employee is found without uniform, penalty @ Rs.500/- per person per day shall be recovered from contractor's bill.
- (e). In case the Contractor fails to fulfil the minimum statutory requirements (ESIC/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.

6. OTHER GENERAL TERMS & CONDITIONS

- (a). The Contractor must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the deployed manpower at Client's office. The Contractor should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force Client to deduct a proportionate amount from the bills, as decided by the Competent Authority of Client.
- (b). Contractor must employ adult and skilled personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at Client after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent) of all staff to the Client and shall also intimate changes in addresses of the staff as and when they take place.

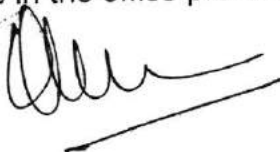

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- (c) Contractor shall deal with and settle the matters related with Union of India, State Government(s) and Government UT Administrations and shall make sure that no labour disputes / problems are referred to Client. It shall totally indemnify Client in this regard.
- (d) Contractor should at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Essential Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.
- (e) Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out the duty. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his duty. It shall indemnify Client in all respects under this contract.
- (f) Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.
- (g) Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and commission by the staff deployed by him.

CODE OF CONDUCT:

The Contractor shall strictly observe that its personnel:

- Are always smartly turned out and vigilant.
- Are punctual and arrive at least 15 minutes before start of their duty time.
- Take charges of their duties properly and thoroughly.
- Perform their duties with honesty and sincerity.
- Read and understand their post and site instructions and follow the same.
- Extend respect to all Officers and staff of the office of the Client.
- Shall not drink liquor on duty, or come drunk and report for duty.
- Will not gossip or chit chat while on duty.
- Will never sleep while on duty post.
- Will not read newspaper or magazine while on duty.
- Will immediately report if any untoward incident / misconduct or misbehavior occurs, to Contractor and the Client.
- When in doubt, approach concerned person immediately.
- Do not entertain visitors.
- Shall not smoke in the office premises.



CONFIDENTIALITY

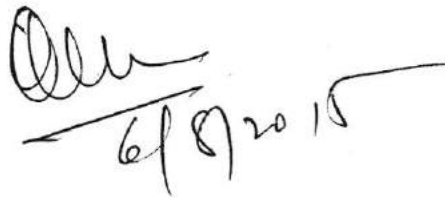
- The phone number and movement plans of the client shall not be given to anyone.
- Car make, color and number of any officer(s)/official(s).
- Telephone no./ any other information.
- Location and movement plans.
- Meetings and conference schedules.
- Site plan of the premises.
- Travel details of the clients.
- Assets of the office.

TELEPHONE HANDLING

- The Contractor's employees shall be instructed by the Contractor strictly not to misuse the telephones in the facility of the Client.



(Vimal Kumar Sharma)
Sr. Accounts Officer (Admn.) (CPAO)



SECTION -7
PRICE SCHEDULE
FINANCIAL BID

PRICE BID FORMAT

Details of rate quoted for Eight (8) hours duty for various categories as per No. of Person indicated in columns.

Sl. No.	Particulars	Rates per Security Guard
A.	Monthly wages	
B.	PF	
C.	E.S.I.	
D.	Service Charges	
E.	Total of (A)+(B)+(C)+(D)=(E)	
F.	Service Tax _____ % of (E)	
G.	Total Monthly rate (E + F)	
	Grand Total	
Rs. /- (in word Rs. only).		

Note:

1. The said rate shall be quoted keeping in mind the minimum wages fixed by the Delhi govt. & statutory compliance of all labour laws/ regulations by bidder.
2. Wages and other statutory requirements are required to be met as is mentioned in the table and any deviation from the above would lead to the tender getting rejected.

Signature of the Tenderer

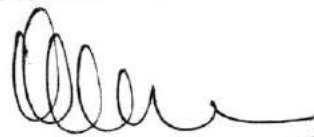
Seal: _____

Place: _____

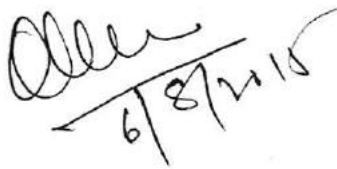
Date: _____


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- (i) Complementary service by any service provider is not acceptable. If any service provider quote the Administrative Service Charges as zero/nil, it shall not be treated as a valid quote and shall result in summarily dismissal of the financial bid even though the service provider otherwise technically qualified.
- (ii) Total Consolidated monthly amount (including Minimum Wages, ESIC, EPF etc.) per person should be quoted by the bidder under each of the category separately.
- (iii) The bidder should quote the details (price - break up) of the monthly consolidated amount for payment to the workers and supervisors in the **Table- B** given below.
- (iv) Payments shall be made by the Client as per the terms and conditions of the Tender Documents.
- (v) Prices shall be valid for a period of one year. However, on revision of minimum wages, Contractor may request in writing for enhancement of minimum wages accordingly to the Client, which shall be considered and agreed, if found reasonable by the Client.
- (vi) The charges shall be on 26 days a month basis (as per the norms of Government of NCT of Delhi, Labour Department).
- (vii) The quoted consolidated monthly amount prices shall be inclusive of all charges including employer contribution towards ESI, PF, Gratuity, Bonus, Substitutes. It shall also include cost of training and uniform, Supervisor of company etc.
- (viii) The prices in the Price Schedule shall be exclusive of any Service Tax, Education Cess, Secondary and Higher Education Cess or any other applicable taxes as may be levied by the Government from time to time and the same shall be charged in addition to the applicable rate.



(Vimāl Kumar Sharma)
Sr. Accounts Officer (Admn.) (CPAO)



SECTION - 8

Section 8.1	FORM - I	CONTACT DETAILS FORM
Section 8.2	FORM - II	FORM FOR FINANCIAL CAPACITY
Section 8.3	FORM - III	ARTICLES OF AGREEMENT
Section 8.4	FORM - IV	FORM OF PERFORMANCE GUARANTEE



(Vimal Kumar Sharma)
Sr. Accounts Officer (Admn.) (CPAO)



FORM - I
CONTACT DETAILS FORM

GENERAL DETAILS OF BIDDER

1. NAME OF THE COMPANY
2. NAME AND DESIGNATION OF

Authorized Representative :

Full Communication Address :

:

:

Phone/Mobile No. :

Fax No. :

e-mail id :

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE:

Name of The contact Person :

Designation :

Phone No. :

Mobile No. :

e-mail id :

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 office of the Department of Expenditure to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
4. I/we hereby undertake to provide the housekeeping services as per the directions given in the tender document/contract agreement.

Date:

Place:

Signature of the Authorised
Signatory

Designation:
(Office seal of the Bidder)



FORM-II

FORM FOR FINANCIAL CAPACITY

Description	Financial years		
	2012-13	2013-14	2014-15
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Taxes			
Profit After Taxes			


6/8/2015

FORM-III

CONTRACT AGREEMENT NO...... CPAO, dated

THIS AGREEMENT is made on between **Sr. Accounts Officer, CPAO, Ministry of Finance, Department of Expenditure, New Delhi** (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at North Block, New Delhi of the One Part,

AND

M/s......having its registered office at (Hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing manpower services to Client.

NOW THIS AGREEMENT WITNESS as follows:

- i. **WHEREAS** the Client invited bids through open tender, vide Notice Inviting Tender datedfor "**Providing of Security services on outsourcing basis** for the CPAO, Trikoot-II, Bhikaji Cama Place, New Delhi under **File No. CPAO/Admn/Security/2015-16 dated**
- ii. **AND WHEREAS** the Contractor submitted his bid vide..... in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client
- iii. **AND WHEREAS** the Client has selected **M/s.**.....as the successful bidder ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance (LoA) No.**, to the Contractor on for a total sum of [Rupees..... Only].
- iv. **AND WHEREAS** the Client desires that the security services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- v. **AND WHEREAS** the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the security services of its premises in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- vi. **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing



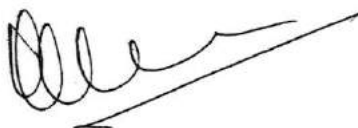
- vii. **AND WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing housekeeping services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.
- viii. **AND WHEREAS** the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill
- ix. **AND WHEREAS** the Client and the Contractor agree as follows:
1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) The Letter of Acceptance (LoA) issued by the Client.
 - (b) Notice to Proceed (NTP) issued by the Client.
 - (c) The complete Bid, as submitted by the Contractor.
 - (d) The Addenda, if any, issued by the Client.
 - (e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
 - (f) Charges – Schedule annexed to this Article of Agreement
 - (g) Supplementary Agreements executed from time to time.
 3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
 4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.
- X. **IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of
CPAO, Department of Expenditure

(Authorised Signatory)
Witness

- 1.
- 2.



(Authorised Signatory)