

**NEW DELHI MUNICIPAL COUNCIL**  
**PALIKA KENDRA: NEW DELHI**

|    |   |                          |
|----|---|--------------------------|
| 1. | Date & Time of Pre-Bid Meeting                              | 29.06.2017 at 03:00 PM   |
| 2. | Last date & time for downloading of Tender Documents        | 06.07.2017 upto 03:00 PM |
| 3. | Last date & time for online submission of Tender Documents. | 06.07.2017 upto 03:00 PM |

**TENDER NOTICE**

The undersigned invites for and on behalf of N.D.M.C. online tenders in two bid system from the firms having experience in Security Services/Arrangements for providing Security Services/ Arrangements in respect of the following:-

| S. N. | Group Of Contract | Description   | Estimated Cost/<br>Earnest Money<br>(₹) |
|-------|-------------------|---|---|
| 1.    | A                 | Security Services/ Arrangements at Palika Kendra, NDCC-II and Pragati Bhawan. | <u>83918592.00</u><br>1678372.00        |

The tender documents can be downloaded from the following website:

<https://govtprocurement.delhi.gov.in>

**CONTENTS OF BID**

**1. Earnest Money**

Earnest Money in the form of Demand Draft or Pay Order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of the Secretary NDMC) shall be scanned and uploaded to the e-Tendering website within the period of bid submission. The original EMD should be deposited in the office of the Chief Security Officer at Mezzanine Floor, NDMC, Palika Kendra, Sansad Marg, New Delhi-110001, within the period of bid submission. **(The EMD document shall only be issued from the place in which the office of receiving division office is situated).** The EMD receiving Chief Security Officer shall issue a receipt of deposition of Earnest Money deposit to the bidder in a prescribed format uploaded by tender inviting Chief Security Officer in the NIT. (Format Enclosed)  
This receipt shall also be uploaded to the e-tendering website by the intending bidder upto the specified bid submission date and time.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or ₹ 20 lac, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled Bank having validity for six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders. (B.G. Format Enclosed).

**2. ELIGIBILITY CRITERIA**

1. The bidder should not be a blacklisted firm by any of the Department/Institutions of Central Government/State Government/ Public Sector Undertaking/ Local Body etc.
2. The bidder should have a proof of :

- (a) Proprietorship/ partnership firm/company/Society and registration of the firm/company/Society establishing legal identity and proof of registration of the firm/company/Society. Joint ventures are not accepted.

**In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1932.**

- (b) Valid License under Contract Labour Act or under any other Acts, Rules applicable.
- (c) Valid Provident Fund Registration Number.
- (d) Valid ESI Registration Number.
- (e) PAN Card under Income Tax Act.
- (f) Service Tax Registration Number.
- (g) A valid ISO Certificate.
3. Average annual financial turnover on security works should be at least 50% of the estimated cost during the immediate last 3 consecutive year.
4. The bidder shall also furnish the solvency certificate: solvency of the amount equal to 40% of the estimated cost of the work issued on or after 01.04.2017 by a Scheduled Bank. This Bank solvency certificate may be got verified from the Bank concerned.
5. Must have experience of having successfully completed works during the last 7 years ending previous day of the last date of submission of tenders.

Three similar completed works costing not less than the amount equal to 40% of estimated cost put to tender,

OR

Two similar completed works, costing not less than the amount equal to 60% of the estimated cost put to tender.

OR

One similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost.

(Similar works shall mean works of Security and Services/ Arrangements)

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of The bidder should have a applications for tenders.

6. Operational manpower on Roll (Security Guards, Supervisors and Chief Supervisors only) should not be less than 200 including at least 50 Number of Ex-military/Ex-Para military/Ex Police personnel on Roll.
7. License under PSARA Act 2005 to operate the work providing security services.
8. Detail/List of works in hand showing the total strength of Security Personnel.
9. To become eligible, the bidders shall have to furnish an affidavit as under:-

### **UNDERTAKING**

**I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in NDMC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Chief Security Officer shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.**

10. The bidder should not have incurred any loss in more than two years during available last five consecutive year's balance sheet, duly certified and audited by the Chartered Accountant.
11. The bidder has to submit self attested copy of Annual Return filed under EPF and MP Act 1952. The Annual Return shall be the most recent return immediately before the date of receipt of application for the bidding of this work.
12. The bidder has to submit self attested copy of Annual Return filed under ESIC and MP Act 1948. The Annual Return shall be the most recent return immediately before the date of receipt of application for the bidding of this work.
13. At least 10% of the personnel deployed will be woman as required by the Security Department of NDMC.

### **3. Check List for Eligibility Criteria**

The scanned copy of following documents in support of eligibility of bidder should be submitted online within the period of bid submission:

- (i) Undertaking that the bidder has never been black listed as per clause 1 of **ELIGIBILITY CRITERIA.**
- (ii) (a) One recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation. Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names, addresses and telephone numbers of Directors/Partners also (b) Valid License under Contract Labour Act or under any other Acts/Rules applicable (c) Valid Provident Fund Registration Number (d) Valid ESI Registration Number (e) PAN Card under Income Tax Act, (f) Service Tax Registration Number, (g) Valid ISO Certificate.
- (iii) Proof of Average Annual turnover on security works during the immediate last 3 consecutive year - Certificate to this effect issued by the Chartered Accountant of the firm.
- (iv) Bank Solvency Certificate: solvency of the amount equal to 40% of the estimated cost of the work of minimum issued by a Scheduled Bank.
- (v) Performance Certificate in support of clause 5 of Eligibility Criteria.
- (vi) Undertaking in support of clause 6 of Eligibility Criteria supported by copy of latest EPF Challan.
- (vii) Undertaking with list in support of clause 9 of Eligibility Criteria.
- (viii) Proof of experience as stated in Clause 5 of Eligibility Criteria and performance certificates as per Clause No. 3 of Terms and Conditions.
- (ix) Valid License as per the Private Security Agencies (Regulation) Act/Rules/DPSA Regulation Rules 2009.
- (x) Detail/List of works in hand showing the total strength of Security Personnel.
- (xi) Pre Contract Integrity Pact as per Annexure-I duly signed by the Bidder.
- (xii) Undertaking as per Clause 11 of Eligibility Criteria
- (xiii) Copy of Annual return under EPF and MP Act 1952
- (xiv) Copy of annual return under ESIC Act 1948
- (xv) Audited balance sheet along with profit & loss account statement for three financial years of audited balance sheet along with profit & loss account statement for three financial years along with turnover financial year 2015-16 duly certified by the CA as well as details income tax deposited by the company for the financial year 2015-16 along with copies of challans.

- (xvi) The contractor shall submit a affidavit at the time of submission of bill for payment regarding payment made to the guards not less than minimum wages.
- (xvii) The contractor has to ensure the following: (a) The contractor shall obtain a valid labour license in terms of Contract Labour (Regulation & Abolition) Act-1970 (b) The contractor shall pay the contribution of ESI & EPF for which the contractor registered himself with EPFO and ESIC (c) The contractor has to maintain the following registers for workman employed by the contractors, Muster Roll, register of wages. Wages slip, Employment Card, service Certificate, Register of deduction for damages or loss, register of overtime and register of advance.
- (xviii) Copy of memorandum and article of association.
- (xix) Information on any ongoing labour dispute.
- (xx) Company profile with details with organization chart and top Management/Officials list partners/Directors/Top Executives.
- (xxi) Undertaking in the stamp paper to the effect that the agency has not been blacklisted by any Central/State/Govt. Agency.

#### **4. BID EVALUATION PROCEDURE**

##### **Technical Bid/Criteria**

The bidder will be given marks on the basis of **Technical Point Sheet (Annexure-IV)**.

To become eligible for short listing the bidder must secure at least 70% marks in each and 75% marks in aggregate.

|          | <b>Criteria as per Annexure-IV</b>              | <b>Check List</b>   |
|----------|---|---|
| <b>1</b> | Financial Strength                              | Certificate of Chartered Accountant   |
| <b>2</b> | Performance of work                             | Successfully Completed work performance certificate(s) as per Clause No. 3 of Terms and Conditions. |
| <b>3</b> | Experience                                      | Modified as per CPWD Manual amended condition.  |
| <b>4</b> | Operational Manpower                            | Undertaking supported by copy of latest EPF/ ESIC Challan   |
| <b>5</b> | Ex-Military/Ex-Paramilitary/Ex-Police Personnel | Undertaking with list   |
| <b>6</b> | Supervisory field officers                      | Undertaking with list   |

#### **5. FINANCIAL BID**

As per the Rule No. 4 of General Conditions of Contract for Central Public Works Department (CPWD) Works, in case the lowest tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors is same, than such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub-sections/ sub-heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub-section/sub-head should not be higher than their respective original rates quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

If the revised tendered amount (worked out on the basis of quoted rates of individual item) of two or more contractors received in a revised offer is again found to equal, than the lowest tender, among such contractors, shall be decided by draw of lots in the presence of sub-committee of tender and the lowest contractors those have quoted equal amount of their tenders.

In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, than such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his Earnest Money shall be forfeited.

In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual item, refused to submit revised offer, than tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors.

Contractor, whose Earnest Money is forfeited because non submission ,of revised offer or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the retendering process of the work.

**Note: - Prior to issue of award letter, the firm will be required to produce all relevant documents (in original) for authentication.**

## **6 BIDDING PROCEDURE**

- a). EMD to be scanned and uploaded as described at Clause 1 i.e. Earnest Money.
- b). the bidders shall quote the rate online only on the prescribed format as per clause 2 of Terms and Conditions for Security Contract.
- c). Owing to security and administrative reasons, a maximum of two Security Group Contracts will be awarded to one bidder in N.D.M.C.

### **General Conditions:**

1. Conditional tenders shall be summarily rejected.
2. In any contradiction on the part of information supplied by the bidder, NDMC reserves the right to declare the bidder non - competent and declare any contract to be null and void, even if already awarded to the bidder.
3. N.D.M.C. reserves the right to reject any/all tenders without assigning any reasons what so ever.
4. The bid submitted shall become invalid if :
  - (i) If the Bidder is found ineligible.
  - (ii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of tender opening authority.
  - (iii) The bidder does not deposit original EMD in the prescribed form with the office of Chief Security Officer, NDMC (The EMD document shall only be issued from the place in which the office of receiving division office situated).
  - (iv) The bidder does not upload all the documents as stipulated in the bid document including the copy of receipt for deposition of original EMD in prescribed form.
  - (v) If a tenderer quotes 'Nil Rates against and not quote any percentage above/below on the total amount of tender or any Section/sub head in percentage tender, the tender shall be treated at invalid and will not be considered as lowest tenderer.
5. NDMC has adopted Integrity Pact for all its contracts for ` 50 lakh and above. It is mandatory for the bidder/contractor to sign the IP. The bid of bidder/ Contractor who do not sign the "IP" (Integrity Pact) shall not be considered. Integrity Pact is available at **Annexure – I.**

In case of any grievances about the tender, the same may be sent to IEM/ Vigilance Department of NDMC with the name and address of the sender.

**ANNEXURE-I**

**PRE CONTRACT INTEGRITY PACT**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2017, between on one hand the New Delhi Municipal Council acting through Shri \_\_\_\_\_, The Chief Security Officer (hereinafter called the “Principal/Owner”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_ (hereinafter called the “Bidder(s)/Contractor(s) which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns ) of the Second Part.

**Whereas** the Principal/Owner proposes to procure (Name of work: **Security Services/ Arrangements at Palika Kendra, NDCC-II and Pragati Bhawan under Group Contract ‘A’** through the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) is willing to offer / has offered the same.

**Whereas** the Bidder(s)/Contractor(s) is a private company/public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Principal/Owner is the Municipal Government of New Delhi established as per NDMC act 1994 performing its functions on behalf of the Council.

**Now, therefore;**

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the Principal/Owner to procure the desired said work/ Services/ Stores / Equipments at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption during tendering, execution & public procurement,

**And**

Enabling Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Principal/Owner will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here to hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of the Principal/Owner**

- 1.1 The Principal/Owner undertakes that no official of the Principal/Owner, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder(s)/Contractor(s), either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The Principal/Owner will, during the pre-contract stage, treat all Bidder(s)/Contractor(s) alike, and will provide to all Bidder(s)/Contractor(s) the same information and will not provide and such information to any particular Bidder(s)/Contractor(s) which could afford an advantage to that particular Bidder(s)/Contractor(s) in comparison to other Bidder(s)/Contractor(s).

- 1.3 All the officials of the Principal/Owner will report to the CVO, NDMC any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder(s)/Contractor(s) to the CVO, NDMC with full and verifiable facts and the same is prima facie found to be correct by the NDMC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the NDMC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the NDMC the proceedings under the contract would not be stalled.

**Commitments of Bidder(s)/Contractor(s)**

3. The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
  - 3.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal/Owner, connected directly or indirectly with the bidding process, or to any person, organization or third part related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The Bidder(s)/Contractor(s) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the Principal/Owner or otherwise in executing the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the New Delhi Municipal Council for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the New Delhi Municipal Council.
  - 3.3 Bidder(s)/Contractor(s) shall disclose the name and address of agents/Brokers/representatives/ Intermediaries and Indian Bidder(s)/Contractor(s) shall disclose their foreign Principals or associates at the time of bidding.
  - 3.4 Bidder(s)/Contractor(s) shall disclose the payments to be made by them to such agents/brokers/representatives/ intermediaries, in connection with this bid/contract at the time of bidding.
  - 3.5 The Bidder(s)/Contractor(s), either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in Connection with the contract and the details of services agreed upon for such payments. A copy of contract so made with agents /brokers/intermediaries shall be submitted.
  - 3.6 The Bidder(s)/Contractor(s) will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. Bidder shall remain responsible to maintain safety & confidentiality of his bid documents during bid process.
  - 3.7 The Bidder(s)/Contractor(s) will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.
  - 3.8 The Bidder(s)/Contractor(s) shall not use improperly, for purposed of competition or personal gain, or pass on to others, any information provided by the Principal/Owner as part business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder(s)/Contractor(s) also undertake to exercise due and adequate care lest any such information is divulged.

- 3.9 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts, either to principal/owner or to IEMs so appointed by NDMC.
- 3.10 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the Bidder(s)/Contractor(s) or any employee of the Bidder(s)/Contractor(s) or any person acting on behalf of the Bidder(s)/Contractor(s), either directly or indirectly, is a relative of any of the officers of the Principal/Owner, or alternatively, if any relative of an officer of the Principal/Owner has financial interest/ stake in the Bidder(s)/Contractor(s) firm, the same shall be disclosed by the Bidder(s)/Contractor(s) at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.12 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the Principal/Owner.

#### **4 Previous Transgression**

- 4.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last Five years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or New Delhi Municipal Council that could justify Bidder(s)/Contractor(s) exclusion from the tender process.
- 4.2 The Bidder(s)/Contractor(s) agrees that if it makes incorrect statement on this subject, Bidder(s)/Contractor(s) can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5 Sanctions for Violations**

- 5.1 Any breach of the aforesaid provisions by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s)) shall entitle the Principal/Owner to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder(s)/Contractor(s). However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond / Guarantee (after the contract is signed) shall stand forfeited and the Principal/Owner shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder(s)/Contractor(s).
  - (iv) To recover all sums already paid by the Principal/Owner, and in case of an Indian Bidder(s)/Contractor(s) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder(s)/Contractor(s) from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder(s)/Contractor(s) from the Principal/Owner in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder(s)/Contractor(s), in order to recover the payments, already made by the Principal/Owner, along with interest.



- (vi) To cancel all or any other contracts with the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) shall be liable to pay compensation for any loss or damage to the Principal/Owner resulting from such cancellation/ rescission and the Principal/Owner shall be entitled to deduct the amount so payable from the money(s) due to the Bidder(s)/Contractor(s).
- (vii) To debar the Bidder(s)/Contractor(s) from participation in future bidding processes of the New Delhi Municipal Council for a period ranging from six months to maximum five years. However if the bidder takes corrective measures against transgressions, subject to satisfaction of Principal/Owner & IEMs, the period of debar can be reviewed.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In case where irrevocable Letter of Credit has been received in respect of any contract signed by the Principal/Owner with the Bidder(s)/Contractor(s), the same shall not be opened.
- (x) Forfeiture of Performance Bond/Guarantee in case of a decision by the Principal/Owner to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The Principal/Owner will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s),) of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the Principal/Owner to the effect that a breach of the provisions of this Pact has been committed by the Bidder(s)/Contractor(s) shall be final and conclusive on the Bidder(s)/Contractor(s). However, the Bidder(s)/Contractor(s) can approach the Independent Monitor(s) appointed for the purposes of this Pact. IEMs shall examine the transgression and its severity and submit the report to Chairman, NDMC for further action after providing an opportunity and hearing to the affected parties.

## **6. Independent External Monitors**

6.1 The Principal/Owner has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission whose names and email IDs have been given in the NIT.

6.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

6.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings.

6.5 As soon as the IEMs notices, or have reasons to believe a violation of this Pact, they shall so inform to Chairman, NDMC.

6.6 The Bidder(s)/Contractor(s) accepts that the IEMs have the right to access without restriction to all Project documentation of the Principal/Owner including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The IEMs shall be under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) confidentiality.

6.7 The Principal/Owner will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on

the contractual relations between the parties. The parties will offer to the IEMs the option to participate in such meetings.

6.8 The IEMs will submit a written report to the Chairman, NDMC within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Owner/Bidder(s)/Contractor(s) and, should the occasion arise, submit proposals for correcting problematic situation. However an opportunity of hearing shall be provided by the IEMs to the buyers /bidders before submitting their written report.

7. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this pact or payment of commission, the Principal/Owner or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. **Law and Place of Jurisdiction**

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Principal/Owner.

9. **Other Legal Actions**

The action stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. **Validity**

10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months beyond the defects liability period of the contracts. In case Bidder(s)/Contractor(s) is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract by the successful bidder.

10.2 Should one or several provision of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

11. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

**Principal/Owner**

**Bidder (s)/Contractor (s)  
Chief Executive Officer**

**Name of the Officer,  
Designation  
New Delhi Municipal Council.**

**Witness**

**Witness**

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

\* Provisions of these clauses would need to be amended / deleted in line with the policy of the Principal/Owner in regard to involvement of Indian agents of foreign suppliers.

**NEW DELHI MUNICIPAL COUNCIL**  
**PALIKA KENDRA: NEW DELHI**

**TERMS AND CONDITIONS FOR SECURITY CONTRACT**

Tenders are invited as stated in the tender notice from Agencies having experience in the field of Security Services/ Arrangements for providing **Security Services/ Arrangements at Palika Kendra, NDCC-II and Pragati Bhawan under Group Contract 'A'**. The scope of work and schedule of manpower are attached as per **Annexure II & III**. The general terms and conditions of the tender are as follows: -

**1. CONTRACT PERIOD**

This contract shall be deemed to come into force from the date of deployment and shall be for a period of three years subject to at least satisfactory performance of the firm as per **Performance Assessment (Annexure V)** and to the entire satisfaction of the Chief Security Officer which may be extended up to one years by the "NDMC" on mutually agreed terms and conditions.

**2. PRICE/RATE**

- a) Financial Bid (Dynamic Page) contains Minimum Wages, EPF, ESI and other statutory obligations of the contractor under Minimum Wages Act. The contractor shall quote rates for each and every component strictly as per rates fixed by the concerned authorities i.e. EPFO, ESIC, Service Tax etc. and Service Charges/Professional Charges (which should be workable and reasonable). Any deviation from this condition will render a bid ineligible.
- b) **The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Chief Security Officer to the contractor on actual basis. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.**
- c) The category of security staff under Minimum Wages Act will be considered as under:-

|       |                     |                     |
|-------|---------------------|---------------------|
| (i)   | Security Guard      | Semi Skilled        |
| (ii)  | Security Supervisor | Skilled Matriculate |
| (iii) | Chief Supervisor    | Skilled Graduate    |

Note: A Security Guard is a Semi Skilled person as he has been given training as per PSAR Act/Rules.
- d) The tenderer/Contractor/firm should quote his rates in figures in prescribed format of Financial Bid/ Dynamic Page.
- e) N.D.M.C. reserves the right to reject any/all tenders without assigning any reasons what so ever.

**3. PERFORMANCE CERTIFICATE**

Performance certificate must have clearly mention about **manpower; contract period, value** in Indian rupees (in figures & words both) and grading of work (**Very Good, Good/Satisfactory, Fair & Poor**)

**4. VALIDITY OF TENDER**

The tender shall remain open for acceptance for a period of 90 days from the date of opening of financial bid of the tender. If the day upto, which the offer is to remain open, has been or is declared to be closed holiday for the New Delhi Municipal Council, the offer shall remain open for acceptance till the next working day. The successful tenderer shall be notified by the NDMC during the stipulated period of validity of the tender, i.e., within 90 days of the opening of the tenders, that his tender has been accepted and he shall be bound by the terms and conditions of the NIT.

**5. DEPLOYMENT OF SECURITY PERSONNEL**

- a) That the "Contractor" shall provide quality Security Services to the "NDMC" by providing Security Guards who are:

- i). Medically fit, well built and height/weight not less than 170 cm/54 Kg. in case of male and 160 cm/48 Kg. in case of female.
- ii). Educational Qualification – Minimum Matriculation/10<sup>th</sup> pass.
- iii). Uniformed.
- iv). Having Identity Cards, Name Badge and trained for the job.

**b) Training**

The contractor shall ensure that all the security guards deployed must be trained as per **The Private Security Agencies (Regulation) Act/Rules** at his own cost and expenses.

- c) The Security Supervisor and Chief Supervisor must be a retired **Police/Defence/Para Military Forces Personnel** but not more than 55 years of age.
- d) The Contractor shall not deploy any Security Guard below the age of 18 years or above the age of 45 years.
- e) The Antecedents/Police Verification of each Individual/ Security staff deployed by the contractor must be verified by the local police authority and copy of the same shall be provided to this department.

**6. PAYMENT**

- a) The “Contractor” shall be paid the rate as referred to in Para 2 above. In case the minimum wages are increased / revised by the Govt. of NCT Delhi by an order made under Minimum Wages Act after the date of issue of NIT, the charges payable to the Contractor shall be revised accordingly with effect from the date of Govt. order under the Minimum Wages Act.
- b) All statutory deductions like Income Tax or any other tax at the rates applicable at the time of payment shall be made from bills of the Contractor.
- c) That the “Contractor” shall pay wages to its employees **through ECS** within the time stipulated under the provisions of Minimum Wages Act, Govt. of NCT, Delhi.  
Wages due to every worker shall be paid to him direct by contractor/through Bank or ECS or online transfer to his Bank Account.
- d) That the “Contractor” shall submit it’s bills for the monthly reimbursement of Minimum Wages, Fringe Benefits and Administrative Charges plus Service Charges/Professional Charges of the previous month by the 10<sup>th</sup> working day of the following month. The bills will be paid to the “Contractor” at the earliest possible.  
The “Contractor” will maintain a register on which day to day deployment of personnel will be entered. While raising the bill, this should be shown, based on which the supervisory staff/representative of NDMC will verify the bill.  
These records must be preserved by the firm till next financial year, even if the contract period is over.  
If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Department from the agency.
- e) Final bill shall be paid within 90 days after submission of the final bill by the Contractor.
- f) That the Security Guards and Supervisors including Chief Supervisors engaged by the “Contractor” for providing the service to the “NDMC” shall at all times and for all purposes be the employee of the “Contractor” who shall be solely responsible for providing all fringe benefits to such employees viz. Wages, Bonus, **Employees Provident Fund (EPF), Employees State Insurance( E.S.I.), Gratuity** etc. as per provisions of the law applicable under Minimum Wages Act, Govt of NCT of Delhi for such purpose from time to time. The “Contractor” shall furnish a certificate to this effect every month, failing which the “NDMC” shall have the right to withhold the payment of professional charges and shall also have the right to examine and verify the original records of the Contractor to ensure the compliance of this clause by the “Contractor”.
- g) That the “Contractor” shall provide additional personnel as and when required by the “NDMC” on the same rates, terms and conditions as mentioned in this agreement.

**7. PERFORMANCE GUARANTEE**

- i. That the Agency, whose tender is accepted, will be required to furnish by way of **Performance Guarantee** for the fulfilment of this contract, an amount equal to 10% of

the tendered value of the work. The earnest money deposited in Cash/Bank Draft at the time of tender, will be treated as a part of the Bank Guarantee and adjusted in Performance Guarantee. Guarantee Bond of State Bank of India or a Scheduled Bank will also be accepted for this purpose.

The Performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case term of contract extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended period.

- ii. Besides this an agreement shall have to be executed on a non-judicial stamp paper of the appropriate value. In the event of failure to deposit Security money or to execute the required agreement within the specified time, the Council will reserve the right to forfeit the earnest money.
  - iii. In case the tender is accepted and/or if tenderer refuses or is not willing to execute the order or commit default of any terms and conditions of the tender work at any time, the Council shall reserve the right to forfeit the Performance Guarantee.
  - iv. The tenderer will not be entitled to any claim for interest on the **Earnest Money/ Performance Guarantee**.
- V **Performance Guarantee** of the Agency shall be refunded after 6 months from the date of finalization of the final bill.

## **8. FORFEITURE OF EARNEST MONEY**

- a. If any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely. This provision would naturally apply only to the lowest tenderer once the earnest money of all the tenderers except those of the lowest is refunded.
- b. If contractor fails to furnish the prescribed performance guarantee within the prescribed period, the earnest money is absolutely forfeited by the NDMC automatically without any notice.
- c. In case the contractor fails to commence the work specified in the tender documents or such time period as mentioned in letter of award, after the date on which the Chief Security Officer issues written orders to commence the work, or from the date of handing over of the site, whichever is later, the NDMC shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the earnest money absolutely.
- d. If only a part of the work as shown in the tender is awarded, and the contractor does not commence the work, the amount of the earnest money to be forfeited to the NDMC should be worked out with reference to the estimated cost of the work so awarded.
- e. In case of forfeiture of earnest money as prescribed in a to d above, the tenderer shall not be allowed to participate in the retendering process of the work.

## **9. TENDERER'S RESPONSIBILITY**

- a) The bidder is required to provide security services to the department and is advised to visit and acquaint himself with the operational system. The cost of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Department and is aware of the operational conditions prior to the submission of the tender documents.
- b) That the "Contractor" shall work under the overall supervision and directions of the "NDMC" or any other officer authorized by it on its behalf.
- c) That the "NDMC" shall have the right to ask for the removal of any person of the "Contractor" who is not considered to be of good conduct, well behaved, competent, disciplined and orderly in the discharge of his duties assigned to him.
- d) That the "Contractor" shall comply with all legal requirements for obtaining license under the Contract Labour (Regulation and Abolition) Act, 1970, at its own cost.
- e) That for providing proper and satisfactory Security Services the "Contractor" shall perform the duties/functions as detailed in **Annexure-II** and as assigned to it from time to time by the "NDMC".
- f) The eight hours shift generally will be from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs. But the timing of the shift are changeable and shall be fixed by the Department from time to time depending upon the requirement. Prolonged duty

hours (more than 8 hours at a stretch) shall not be allowed keeping in view the sensitive nature of duty.

- g) The “Contractor” shall deploy its staff on duty at the places/points as directed by the NDMC from time to time. The “Contractor” shall provide and maintain a separate attendance register for each location.
- h) The “Contractor” has to give an undertaking (on the format) duly countersigned by the concerned official of the department, regarding payment of wages as per rules and laws in force, before receiving the second payment onwards.
- i) The contractor shall indemnify the N.D.M.C. against all losses, damages etc. and shall always keep it fully indemnified during the period of contract.
- j) The contractor should have round the clock control room service in Delhi alongwith quick response team to deal with emergent situations.
- k) The contractor shall provide **35 Walkie-Talkie sets** at the respective/indicated duty points. The cost of providing Walkie-Talkie sets and its maintenance/upkeep to keep these always functional will also be the responsibility of the security contractor.

**Note: The Number shown is indicative and the actual number may vary.**

- l) At every location at least one mobile phone will be made available with the security guard/supervisor by the security contractor for any further communication with NDMC. To keep the mobile phone in order and making timely payment of its call charges will also be the responsibility of the security contractor.
- m) The “Contractor” will also be responsible to provide Torches, Lathis, Raincoats/Umbrellas and Batons as per requirement.
- n) The Contractor will obtain License from the Labour Commissioner, Delhi under Contract Labour Act for this contract and will submit before release of 2<sup>nd</sup> Running Account Bill.

## **10. TERMINATION OF THE CONTRACT**

- a) Contract is liable to be terminated by the NDMC without payment of any compensation, if subsequent to the acceptance of tender the contractor is blacklisted or enters into partnership with black listed contractor of the NDMC or any other department, or Government or its undertakings.
- b) That the contract can be terminated at any time before the expiry of the period of contract by the “NDMC” by giving one month’s notice and satisfaction of the “NDMC” in this regard would be sufficient cause and once the contract is terminated this issue shall not be contestable by the Contractor.
- c) That the “Contractor” shall abide by all the terms and conditions of the contract work. In case of breach of any of the terms and conditions, NDMC shall be at liberty to terminate the contract without any notice to him and the Contractor shall have no claim for compensation for any loss that it may incur on this account.
- d) **Risk and Cost** – In case of breach of contract on the part of the firm/contractor, NDMC shall have powers (a) to determine the contract or rescind the contract. Upon such determination or rescission, (b) the performance security shall be liable to be forfeited and shall be absolutely at the disposal of NDMC and (c) to get the work done/service obtained from another contractor at the risk and cost of the original contractor. Extra cost involved in getting the work done/service obtained through another contractor would be recovered from the original contractor.
- e) That the “Contractor” shall not engage any sub-contractor or transfer this contract to any other Contractor/person. In case any complaint is received and found true then the contract will be terminated after giving seven days notice for which the decision of Chief Security Officer will be final and NDMC will be at liberty to hold any amount due to the Contractor.

## **11. OTHER RESPONSIBILITIES OF TENDERER**

- a) That in case any employee of the “Contractor” is negligent or absent during his duty and as a result, if any loss or damage is sustained by the “NDMC” then that loss or damage shall be compensated by the “Contractor”. The loss or damage sustained shall be ascertained from the concerned department and shall be binding on the “Contractor”. The loss or damage sustained shall be liable to be deducted from the monthly bill/bills of “Contractor”.

- b) That any person engaged by the “Contractor” found misbehaving with “NDMC” Staff on duty or the general public visiting the office should be immediately removed.
- c) That the “Contractor” and its staff shall take proper and reasonable precautions against any loss, destruction waste or misuse of the areas of responsibility given to it by the “NDMC” and shall not knowingly lend to any person/company/Contractor any of the effects on assets of the “NDMC”.
- d) That the Contractor and its staff shall take proper and reasonable action for protection of property from theft and damage.
- e) Prevention of any encroachment, undesirable/unauthorized activity and entry of unauthorized persons in the premises.
- f) That the “Contractor” shall not at any stage cause or permit any nuisance at the premises of the “NDMC” or do anything which may cause unnecessary disturbance or inconvenience to “NDMC” staff on duty and the public visiting the “NDMC”.
- g) That the staff engaged by the “Contractor” shall not do any other professional or other work for reward or otherwise engage himself either directly or indirectly except for and on behalf of the “Contractor”.
- h) No accommodation for the staff deployed would be provided by the NDMC. All facilities to the staff deployed shall be provided by the Contractor such as neat and clean uniforms, stationery, torches & cells, Raincoats/Umbrellas, lathis etc. at their own cost.
- i) That the obligation of both parties will be suspended when either of the party is subject to force majeure /conditions such as civil disturbances, storms, tempest, riots, strikes (other than the strike by the staff engaged by the “Contractor”) acts of God, state of emergency etc. or Govt. notification/order which prevent either party to perform their duty.
- j) That the “Contractor” will be informed by the “NDMC” of any change that can affect the security of the premises being guarded.
- k) That the “NDMC” will take all precautionary measures as laid down in establishment/building legislation to avoid any damage loss or injury.
- l) That the “Contractor” will be permitted to engage professional assistance/personnel from third parties in the event of exigencies at his own risk and cost.
- m) That the “Contractor” will endeavor that its staff shall not at any time, without the consent of the “NDMC” in writing, divulge or make known any trust, accounts, matter or transaction undertaken or handled by them and shall not disclose to anybody any information relation to the affairs of the “NDMC”. This will, however, not apply to the information, which is, or become public knowledge.
- n) That the Contractor will ensure that none of its employees take part in Union/ Political activities during the currency of contract which may jeopardize the security of a place or building or adversely affect the security. N.D.M.C. shall not be in any way responsible for any act of omission or commission of the employees deployed by the Contractor and if any liability arises due to any accident and consequent injuries to any worker(s) that shall be borne by Contractor and no responsibility will rest with N.D.M.C.

## **12. PENALTIES:-**

- a) The personnel engaged by the “Contractor” shall be dressed in neat and clean uniform (including proper Name Badge and Identity Card), failing which a penalty of ` 500/= will be imposed on each occasion and habitual offenders shall be removed by the department.
- b) For misbehaving on part of security staff penalty of ` 500/= will be imposed on each occasion and habitual offenders shall be removed by the department.
- c) Any violation of the terms/conditions of the contract will invite Minimum Penalty of ` 10000/= on each occasion subject to maximum of 10% of the monthly bill amount.

**The Decision of the Chief Security Officer in this regard shall be final and the penalty so imposed shall be deducted from the Contractor’s monthly Bill.**

- 13. The department shall not be under any obligation for providing employment to any worker of the contractor after the expiry of the contract. The department does not recognize any employee – employer relationship with any of the workers of the contractor.

#### **14. ARBITRATION**

That any dispute/difference arising out or relating to this agreement including the interpretation of its terms will be resolved through joint discussion. However, if the disputes are not resolved by joint discussions then the matter will be referred to the Sole Arbitrator as appointed by the Chairperson, NDMC whose decision shall be final and binding on both the parties. Courts at New Delhi shall have the jurisdiction over the same.

#### **DECLARATION**

**I/We certify that all the terms and conditions given at Serial No. 1 to 14 have been read out carefully and agreed to follow the same and the tender filled up by me/us and the contents given above are true, just & reasonable to the best of my knowledge and nothing has been concealed there from.**

**Signature of the  
Tenderer/Firm**

**Full Name**



**SCOPE OF WORK OF SECURITY STAFF DEPLOYED FOR THE WORK  
SECURITY SERVICES/ ARRANGEMENTS AT PALIKA KENDRA, NDCC-II AND  
PRAGATI BHAWAN UNDER GROUP CONTRACT 'A'**

1. Protection of property from theft and damage.
2. Prevention of any encroachment, undesirable/unauthorized activity and entry of unauthorized persons in the premises.
3. Regulation of parking of the vehicle of different categories in the respective reserve area and keep the common circulation area free for smooth flow of traffic & regulating it properly.

**SPECIFICALLY THE SECURITY GUARDS SHALL:**

1. Check entry and exit of all vehicles.
  2. Check any kind of bag/briefcases being carried into or out of the premises.
  3. Check entry and exit of all persons.
  4. Keep watch on the activities of all persons within and around the premises with a view to prevent any theft or occurrence of any untoward incident.
  5. Not allow any unauthorized selling or vending of any commodity/eatables inside the premises.
  6. Check the Identity cards, duly issued by the "NDMC" of all authorized vendors/sellers from time to time.
  7. Prevent any kind of theft or damage to NDMC property during the office hours, after office hours and during housekeeping operations.
  8. Not allow any person to carry anything except his/her papers or personal bags inside and take out of the premises without a proper gate pass.
  9. Prevent any person from defacing of the NDMC property by way of spitting, fixing posters or by using any other means.
  10. Regulate the traffic of vehicles and their parking within the premises as determined.
  11. Not allow any vehicle to park on the road/drive way and at any unauthorized place.
  12. Allow only departmental vehicles to be parked at the place marked for them in the parking bays.
  13. Not allow any two-wheeler to be parked at the parking place of four wheelers.
  14. Maintain all the keys of the "NDMC" buildings in a systematic manner at the earmarked location/point. The duplicate keys shall be maintained separately. Issue and receipt of every key will be entered daily in a register maintained for this purpose supplied by the NDMC. After office hours and during holidays, the rooms will be opened only to authorized persons a list of whom will be supplied by the NDMC. The Department will also supply proper key boxes.
  15. Check the lock and lights of each Office/Room/Shop and in case it is found that any light has not been put off, or any room has been left unlocked, the report will be submitted immediately to NDMC for necessary action.
- These duties/functions of the security staff are general in nature and are not exhaustive. More duties/functions relating to the Security can be assigned by the "NDMC" from time to time as deemed fit.

**CHIEF SECURITY OFFICER**

**Annexure -III**

**SCHEDULE OF MANPOWER REQUIRED FOR SECURITY SERVICES/ARRANGEMENTS  
AT PALIKA KENDRA, NDCC-II AND PRAGATI BHAWAN  
UNDER GROUP CONTRACT 'A'**

**LIST OF PREMISES & CATEGORY OF SECURITY PERSONNEL**

| <b>S. NO.</b> | <b>PLACE/<br/>BUILDING</b>                  | <b>SECURITY<br/>GUARD</b> | <b>LADY<br/>GUARD</b> | <b>SECURITY<br/>SUPERVISOR</b> | <b>CHIEF<br/>SUPERVISOR</b> | <b>TOTAL</b> |
|---------------|---|---------------------------|-----------------------|--------------------------------|-----------------------------|--------------|
| <b>1.</b>     | Palika Kendra                               | 45                        | 10                    | 03                             | -                           | <b>58</b>    |
| <b>2.</b>     | City Center                                 | 06                        | 03                    | -                              | -                           | <b>09</b>    |
| <b>3.</b>     | NDCC-II<br>Including<br>Basement<br>Parking | 35                        | 04                    | 03                             | -                           | <b>42</b>    |
| <b>4.</b>     | Pragati Bhawan                              | 10                        | -                     | -                              | -                           | <b>10</b>    |
| <b>5.</b>     | For entire Group<br>'A'                     | -                         | -                     | -                              | 01                          | <b>01</b>    |
|               | <b>TOTAL</b>                                | <b>96</b>                 | <b>17</b>             | <b>06</b>                      | <b>01</b>                   | <b>120</b>   |

**Note: - Number of Security Personnel may vary (Less or more) according to actual requirement.**

**TECHNICAL POINTS SHEET****Parameter for technical evaluation of Security Agencies for providing Security Services/Arrangements at Palika Kendra, NDCC-II and Pragati Bhawan under Group Contract 'A'**

| <b>FINANCIAL ASPECT</b> |                                      |  |              |   |
|-------------------------|--------------------------------------|--|--------------|---|
| <b>1.</b>               | <b>Financial Strength (20 Marks)</b> |  | <b>Marks</b> | <b>Evaluation</b>   |
|                         | i.                                   | Average Annual Turnover of the last three years of the Firm/Agency ( up to the financial year ending March 2015) | 16           | i) 70% marks for minimum eligibility criteria<br>ii) 100% marks for twice the minimum eligibility criteria or more In between<br>(i) & (ii) – on pro-rata basis |
|                         | ii.                                  | Solvency Certificate   | 04           |   |

| <b>2. Performance of work (15 Marks)</b> |      |                   |              |                   |
|--|------|-------------------|--------------|-------------------|
|  |      |                   | <b>Marks</b> | <b>Evaluation</b> |
|  | i.   | Very Good         | 15           |                   |
|  | ii.  | Good/Satisfactory | 13           |                   |
|  | iii. | Fair              | 11           |                   |
|  | iv.  | Poor              | 00           |                   |

| <b>3.Experience in similar works (20 Marks)</b> |    |                                     |              |  |
|---|----|-------------------------------------|--------------|--|
|   |    |                                     | <b>Marks</b> | <b>Evaluation</b>  |
|   | i. | Security & Service Arrangement work | 20           | i) 70% marks for minimum eligibility criteria.<br>ii) 100% marks for twice the minimum eligibility criteria or more in between<br>(i) & (ii) – on pro-rata basis |
|   |    |                                     |              |  |

| <b>4.Human Resources (15Marks)</b> |     |                                      |    |  |
|------------------------------------|-----|--------------------------------------|----|--|
|                                    |     |                                      |    |  |
|                                    |     | Current Operational Manpower on Roll |    |  |
|                                    | i.  | 200 to 500                           | 11 |  |
|                                    | ii. | >500 to 1000                         | 13 |  |
|                                    | iii | >1000                                | 15 |  |

| <b>5.Number of Ex-Military/Ex-Paramilitary/Ex-Police personnel Roll (Security Guard/Supervisor/Chief Supervisor) (15 Marks)</b> |     |          |    |  |
|---|-----|----------|----|--|
|   |     |          |    |  |
|   | i.  | < 50     | 00 |  |
|   | ii. | 50 - 75  | 11 |  |
|   | iii | 75 - 105 | 13 |  |
|   | Iv  | >150     | 15 |  |

| <b>6.Number of Supervisory Field Officer (15 Marks)</b> |     |          |    |  |
|---|-----|----------|----|--|
|   |     |          |    |  |
|   | i.  | 10 to 25 | 11 |  |
|   | ii. | 26 to 50 | 13 |  |
|   | iii | 51 to 75 | 15 |  |

To become eligible for short listing the bidder must secure at least 70% (Seventy Percent) marks in each and 75% (Seventy Five Percent) marks in aggregate.

**Chief Security Officer**

**ANNUAL PERFORMANCE ASSESSMENT**

| <b>S. No.</b> | <b>Criteria</b>  | <b>Negative Marks on each occasion</b> | <b>Remarks</b>  |
|---------------|--|--|---|
| <b>1.</b>     | Non functional Walkie-Talkie set   | 01                                     |   |
| <b>2.</b>     | Non functional Mobile Phone  | 01                                     |   |
| <b>3.</b>     | Guard without proper uniform   | 01                                     |   |
| <b>4.</b>     | Misbehavior/liquor consumption   | 02/03                                  |   |
| <b>5.</b>     | Post found vacant  | 02                                     |   |
| <b>6.</b>     | Un-manned location   | 03                                     |   |
| <b>7.</b>     | Monetary Loss to Council due to negligence/theft or otherwise                        | 01-04                                  | Depending upon the severity of the case (since indemnified) |
| <b>8.</b>     | Misuse of area of responsibility   | 05                                     |   |
| <b>9.</b>     | Loss of image of Council due to deliberate act/misdeed/misbehavior by Security Staff | 01-04                                  | Depending upon the severity of the case (since indemnified) |

**Assessment Criteria based on cumulative negative mark within one year:-**

|                     |          |                |
|---------------------|----------|----------------|
| <b>Excellent</b>    | <b>:</b> | <b>0-25</b>    |
| <b>Very Good</b>    | <b>:</b> | <b>26-50</b>   |
| <b>Good</b>         | <b>:</b> | <b>51-75</b>   |
| <b>Satisfactory</b> | <b>:</b> | <b>76-125</b>  |
| <b>Average</b>      | <b>:</b> | <b>126-175</b> |
| <b>Poor</b>         | <b>:</b> | <b>≥ 176</b>   |

**Note** – On below bench mark performance, the firm will be given a reasonable period to improve its performance to the entire satisfaction of Chief Security Officer otherwise action will be initiated as per NIT Conditions.

**Chief Security Officer**

**ESTIMATE FOR SECURITY SERVICE/ARRANGEMENTS AT PALIKA  
KENDRA, NDCC-II AND PRAGATI BHAWAN  
UNDER GROUP CONTRACT 'A'**

| S. NO | DESCRIPTION                               | SECURITY GUARDS (Semi-skilled) | SECURITY SUPERVISORS (Skilled Matriculate) | CHIEF SUPERVISORS (Skilled Graduate) |
|-------|---|--------------------------------|--|--------------------------------------|
| A     | B   | C                              | D  | E                                    |
| 1.    | Basic Wages                               | 10582.00                       | 11622.00                                   | 12662.00                             |
| 2.    | EPF @ 13.36%                              | 1414.00                        | 1553.00                                    | 1692.00                              |
| 3.    | ESI @ 4.75%                               | 503.00                         | 552.00                                     | 601.00                               |
| 4.    | TOTAL                                     | <b>12499.00</b>                | <b>13727.00</b>                            | <b>14955.00</b>                      |
| 5.    | Relieving Charges @16.75%.                | 2094.00                        | 2299.00                                    | 2505.00                              |
| 6.    | Cost Per Head (Sum of column 4 & 5)       | <b>14593.00</b>                | <b>16026.00</b>                            | <b>17460.00</b>                      |
| 7.    | <b>Total Amount for :</b>                 |                                |  |                                      |
| (a)   | 113 Security Guards (96 Male + 17 Female) | 16,49,009.00                   |  |                                      |
| (b)   | 06 Supervisors                            | 96,156.00                      |  |                                      |
| (c)   | 01 Chief Supervisor                       | 17,460.00                      |  |                                      |
| 8.    | Total Per Month 7 (a+b+c)                 | <b>17,62,625.00</b>            |  |                                      |

**Note** – Above amount is for one month and excluding Service Charge & Service Tax.

**Chief Security Officer**

**FORMAT**

**RECEIPT OF DEPOSITION OF ORIGINAL EARNEST MONEY DEPOSIT**

Receipt No. \_\_\_\_\_ Date \_\_\_\_\_

|    |                                 |  |
|----|---------------------------------|--|
| 1. | Name of work                    |  |
| 2. | NIT No.                         |  |
| 3. | Estimated Cost                  |  |
| 4. | Amount of Earnest Money Deposit |  |
| 5. | Last date of submission of bid  |  |

|    |   |  |
|----|---|--|
| 1. | Name of Contractor                          |  |
| 2. | Form of Earnest Money Deposit               |  |
| 3. | Amount of Earnest Money Deposit             |  |
| 4. | Date of submission of Earnest Money Deposit |  |

**Form of Earnest Money Deposit  
Bank Guarantee Bond**

WHEREAS, contractor..... (Name of contractor) (hereinafter called “the contractor”) has submitted his tender dated .....(date) for the construction of .....(name of work) (hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that we.....(name of bank) having our registered office at.....(hereinafter called “the Bank”) are bound unto.....(Name and division of Chief Security Officer) (hereinafter called “the Chief Security Officer”) in the sum of `.....(Rupees In words.....) for which payment well and truly to be made to the said Engineer-in-charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this.....day of.....20....THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his Tender by the Chief Security Officer:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the instructions to contractor, if required;

OR

- (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor,

We undertake to pay to the Chief Security Officer either up to the above amount or part thereof upon receipt of his first written demand, without the Chief Security Officer having to substantiate his demand, provided that in his demand the Chief Security Officer will note that the amount claimed by his is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date\* .....after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Chief Security Officer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date.....

SIGNATURE OF THE BANK

WITNESS .....

SEAL

(SIGNATURE, NAME AND ADDRESS)

\*Date to be worked out on the basis of validity period of 06 months from last date of receipt of tender.