



NORTH DELHI MUNICIPAL CORPORATION
EDUCATION DEPARTMENT: HQ
Dr. Shyama Prasad Mukherjee Civic Centre
E Block, 15th Floor, JLN Marg, N Delhi-02



No.: NDMC/Edu/Security in Schools/2013/001

Dated: 28.01.2014

NOTICE INVITING TENDER

Education Department of North Delhi Municipal Corporation invites tenders under two bid systems from reputed Security Service Agencies for providing Security Services in different schools located in different areas under North Delhi Municipal Corporation.

Cost of Tender Document (Non-Refundable)	EMD/ Security	Bid	Estimated Cost	Date Purchase/ Download of Tender Document	Last Date and Time of submission of Bid:	Date of opening of Technical Bid
Rs. 5000/-	Rs. 15,00,000 /-		Rs. 5,80,00,000/-	31.01.2014 to 14.02.2014	On or before 1500 Hrs of 21.02.2014	At 1400 Hrs on 21.02.2014

The Tender document containing detailed terms and conditions can either be obtained from the office of the Director (Education) at 15th Floor, Dr. Shyama Prasad Mukherjee Civic Centre, Minto Road, New Delhi-110002 or downloaded from the website www.mcdonline.gov.in. The payment towards Tender Document cost (Non-Refundable) should be made in the form of a Bank Demand Draft/ Pay Order issued by a Nationalized/ Scheduled Bank, drawn in favour of "Commissioner, North Delhi Municipal Corporation" and payable at Delhi. Copy of the proof of payment (G8 Receipt) or the Original Bank Demand Draft/Pay Order, as the case may be, should be enclosed in the Technical Bid failing which the bid will be rejected outright. Cheque and cash towards Tender Document cost will not be accepted.

For any enquiry contact the office of the Director (Education Department) at 15th Floor, Dr. Shyama Prasad Mukherjee Civic Centre, JLN Marg, New Delhi-110002 or on Phone No: 011-23226508.

The Tender Document is not transferable.

Sd/
 Director (Education)

U'shahini
 29.1.14

USHA RAMI

School Inspector Education (Gen.)
 Education (MO), North DDC



Tender No. NDMC/Edu/Security in Schools/2013/001

EDUCATION DEPARTMENT

North Delhi Municipal Corporation

NOTICE INVITING TENDER

*Deployment of Security Agencies for providing
Security Services in the Municipal Schools of
North Delhi Municipal Corporation*

Ushashi
29.1.14

USHA RAMI

School Inspector Education (Gen.)
Education (MO), North DMC

Schedule A

OFFER ON LETTER HEAD OF THE BIDDER

To

The Director / Additional Director
Education Department,
North Delhi Municipal Corporation,
Dr. SPM civic Centre, New Delhi - 02.

Subject: Deployment of security personnel for providing Security Services in different municipal schools in different areas of North Delhi Municipal Corporation

(Name of the party in whose favour the Tender form has been issued)

Dear Madam / Sir,

1. I/We hereby submit our documents against the above cited tender for deployment of security personnel for providing Security services at municipal schools of the North Delhi Municipal Corporation.
2. I/We is / are enclosing herewith the Bank Guarantee/DD No. _____ Dated: _____ for Rs. _____ in favour of the Commissioner, North Delhi Municipal Corporation towards EMD/BID Security.
3. I/We have gone through all terms and conditions and instructions contained therein of this tender before submitting the same and agreed in all respect to undertake myself/ourselves abide by all the said terms and conditions stipulated by North Delhi Municipal Corporation.
4. I/We have noted that over written entries shall be deleted unless duly cut & re-written and initialed. It is understood that it is preferred that the entire mandatory technical and mandatory document is duly typed scanned and uploaded on to the technical sections of the tender document. Financial details will be revealed only in the financial section of the tender document
5. Tender is duly signed and stamped (No thumb impression should be affixed).
6. In case the tender is awarded, I/We undertake to sign the contract/agreement within 15 (Fifteen) days from the issue of the letter of award/acceptance, failing which our/my security money deposited may be forfeited and our/my name may be removed from the list of Service Providers

Yours faithfully,

Signature with rubber stamp of Bidder with full Address

WITNESS _____
WITNESS _____
WITNESS _____
WITNESS _____

NOTE :

ALL TERMS & CONDITIONS AND RATES HAVE BEEN INDICATED IN THE QUOTATIONS WOULD BE PRESUMED TO HAVE INCLUDED IN THE QUOTED RATES AND THAT THE RATES ARE INCLUSIVE OF ALL TAXES AND OTHER TERMS AND CONDITIONS ARE ALSO AS PER YOUR REQUIREMENTS.
THE FORWARDING LETTER/SCHEDULE - A DULY SIGNED INVARIABLY BE RETURNED ALONGWITH TENDER FURNISHED FAILING, WHICH THE TENDER SHALL BE REJECTED.

Education Department
North Delhi Municipal Corporation
New Delhi

(Signature)
24.1.14

Tender Security Services in NDMC Schools

USHA RANI
School Inspector Education (Gen.)
Education (HQ), North DDC

NOTICE INVITING TENDER FOR SECURITY SERVICES

Education Department of North Delhi Municipal Corporation invites tenders under two bid systems from reputed Security Service Agencies for providing Security Services in different schools located in different areas under North Delhi Municipal Corporation.

Cost of Tender Document (Non-Refundable)	EMD/ Bid Security	Estimated Cost	Date for Purchase/ Download of Tender Document	Last Date and Time of submission of Bid:	Date of opening of Technical Bid
Rs. 5000/-	Rs. 16,00,000/-	Rs. 5,80,00,000/-	31.01.2014 to 14.02.2014	On or before 1300 Hrs of 21.02.2014	At 1400 Hrs on 21.02.2014

The Tender document containing detailed terms and conditions can either be obtained from the office of the Director (Education) at 15th Floor, Dr. Shyama Prasad Mukherjee Civic Centre, Minto Road, New Delhi-110002 or downloaded from the website www.mcdonline.gov.in. The payment towards Tender Document cost (Non-Refundable) should be made in the form of a Bank Demand Draft/ Pay Order issued by a Nationalized/ Scheduled Bank, drawn in favour of "Commissioner, North Delhi Municipal Corporation" and payable at Delhi. Copy of the proof of payment (G8 Receipt) or the Original Bank Demand Draft/Pay Order, as the case may be, should be enclosed in the Technical Bid failing which the bid will be rejected outright. Cheque and cash towards Tender Document cost will not be accepted.

For any enquiry contact the office of the Director (Education Department) at 15th Floor, Dr. Shyama Prasad Mukherjee Civic Centre, JLN Marg, New Delhi-110002 or on Phone No: 011-23226508.

The Tender Document is not transferable.

Usharani
20.1.14

INSTRUCTIONS TO BIDDERS

1. General:-

The Tenders are invited under two bid system i.e. Technical Bid and Financial Bid through e-tendering system for providing Security Services under which the selected bidder shall provide uniformed and trained personnel to keep vigil, security and safety of the schools and school children in the school premises and its vicinity during the school hours in North Delhi Municipal Corporation (hereinafter refer to as North DMC)

The tender is for integrated security services (hereafter referred as Security Services or Services) under which the selected Service Providing Agency (hereafter referred as Service Provider or SP) shall provide uniformed and trained personnel to keep vigil, security and safety of school children in the school premises and its vicinity during the school hours, and school buildings, equipments, materials, fixtures and staff working in the schools which together would also include guarding against anti social elements and criminal activities. This would be achieved through the deployment of trained and uniformed security personnel in the schools and may include deployment of trained non uniformed manpower under any unforeseen requirement that may become necessary to provide security services. The Security Services would normally be restricted to the areas within the boundary of the school premises and the route immediate to main gates for approach and exit. The security personnel deployed must be able to handle fire extinguishers / devices kept in the schools and also to guide the teaching and non teaching staff of the school in operating those devices in case of a fire in that school.

One Security Personnel / Guard (preferably females in case of girls schools) is required to be deployed at each designated school on every day on which that school is open who would be reporting for duty at least half an hour before the commencement of the school hour and would leave only after half an hour of the closure of the said school or when every student / staff has left the school whichever is later. Bidders shall make provision for Security Supervisors for given numbers of security personnel for effective and efficient management of the security services as per the codal requirement/statutory requirements as applicable to the security service provider firms. The agency will ensure that one security personnel is deputed all working days in each school whenever the school is operational. A Security Personnel / Guard would normally be assigned a designated school only and would be substituted during leave / absence/ rest or if requested by the Education Department/school authority. Total numbers of security personnel which would be required to be provided in all the municipal schools of North DMC and are proposed by the Bidders/Agency must clearly brought out with justification in the Technical Bids and quoted in the Financial Bids.

Category & Description of Security Personnel

- I. Security Guards (M/F) (without arms) - 784; one for each school basis as under:-
- | | | |
|--|---|-----|
| Number of 1st shift School | - | 576 |
| Number of 2 nd shift School | - | 185 |
| Number of Nursery School 1 st shift (Indp.) | - | 19 |

- ii. The Agency will have to deploy only female security personnels in Girls school. However, male security personnel may have to be deployed in some girls Schools on the specific request/requirement of that school.

Total strength of security guards/personnel-784

NOTE that the above indicated manpower is the maximum. The total strength can be reduced as per proposal made by the Bidder and on the decision taken by the Department, based on actual requirement. Proposal with optimum utilization of the personnel deployed and leading to least cost to the corporation would stand better chance of becoming L1.

2. Eligibility Criteria: - The bidders/Agency should fulfill the following eligibility criteria: -

- 2.1 may be any person capable of entering into a contract and in the business of providing security services
- 2.2 Annual average turnover must be Rs.1.50 Crores or more from security services during last three financial years with profit in each year. Audited annual reports (balance sheets and profit and loss account statements) must be attached in the Technical Bids. Details of annual turnover should also be furnished as per format given below on letter head of the Bidder duly certified by a chartered accountant.

Financial Year	Total TO (in Rs.)	TO Security Services (in Rs.)	from	Gross Profit (in Rs.)	Net Profit (in Rs.)
FY 2010-11					
FY 2011-12					
FY 2012-13					

2.3 must be registered with GNCT of Delhi (Controlling Authority) under Delhi Private Security Agencies (Regulations) Rules 2009.


2.4 must have provided or is providing security services during the last 3 (three) years i.e. from January / April 2010 onwards to any Ministry/Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or any other State or reputed private school(s)/schools/hotels / companies/firms under single contract(s) (without any break) valid for one calendar / financial year or more with Satisfactory Performance Certificate issued from that organization. In case of private entity experience, the TDS certificate issued for the said value of the work should be enclosed by the bidder in support of the performance claimed in the bid through:

a) Three contracts for similar / better security services, each requiring the bidder to deploy guards worth not less than 40% of the estimated cost

OR

b) Two contracts for similar / better security services, each requiring the bidder to deploy guards worth not less than 60% of the total estimated cost

Tender Security Services in NDMC Schools


 DISHA RANI
 School Inspector Education (Gen.)
 Education W/O, North DMC

OR

- c) One contract for similar / better security services requiring the bidder to deploy guards worth the not less than 80% of the estimated cost.
- i. Similar / better security services means providing security services which is equivalent to or better than the scope of work / charter of duties laid down in this document. Contracts that include other services like sanitation, housekeeping etc. along with security services shall not be considered unless the value of security services / number of guards provided can be distinctly quantified.
- ii. Completed work shall mean under one contract with extension/s. Work considered should either have been completed/concluded or should have been more than one year old live contract with due extension/s. In case of running contract more than one year old up to date payment made till date of issue of the performance certificate shall be considered.
- iii. The performance certificate to be attached by the bidder from the organization(s) should be on its letter head preferably as per format given below:

FORMAT FOR PERFORMANCE CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

It is certified that M/s. _____ (name of the agency) had provided Security/security services to _____ (name of the organization) and this premises located at _____ (address of the organization) vide contract/agreement/MOU bearing No _____ dated _____ and had deployed _____ (in words) number of security personnel for Security services at one time in this premises for the period from _____ (date) to _____ (date). The financial component of the Security/ security contract for the subject services was Rs. _____ (in words) during the contract. The performance of the firm was satisfactory during the contract.

Signature of the head of the Organization or its authorized signatory

With name, designation, date of signatory

And seal of the Organization

NOTE that the Tender Committee of North DMC may also accept performance certificate in other similar contents and the Work referred should be in the name of the bidder as a single entity and not aggregates of joint venture firms/associates or cartels.

2.5 Should have valid

- i. Employees Provident Fund (EPF) Registration Certificate and Code No.
- ii. Employees State Insurance Corporation (ESIC) Registration Certificate and Code No.
- iii. Service Tax Registration Certificate along with latest Service Tax Clearance Certificate
- iv. PAN/TAN under the Income Tax Act
- v. Registration with concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and Delhi Works Contract Act (wherever applicable).

The valid documentary proof of all required registrations must be submitted and attached along with the Technical Bid.

2.6 The bidder shall furnish an affidavit on non-judicial stamp paper of Rs.10/- duly notarized affirming that the firm/agency has not been blacklisted, debarred and their subject services have not been banned or suspended due to any reason including corrupt and fraudulent practices in the past by any Govt. Organization/Pvt. Institution and there is no any Vigilance/CBI case pending against the firm/agent.

NOTE that North Delhi Municipal Corporation may terminate the offer/bid/contract in case it comes to its knowledge that the bidder/Service Provider has concealed any material facts. The Bid Security/ Performance Security shall also be forfeited.

2.7 The bidder/Agency shall furnish following certificates as applicable, otherwise bid shall be summarily rejected: -

- a) A declaration by the proprietor of the firm, in case, the firm is proprietorship firms on non-judicial stamp paper of worth of Rs.100/- duly attested by the notary.
- b) An attested copy of partnership deed duly registered by the Registrar of Firms, in case of partnership firm.
- c) An attested copy of article of memorandum (incorporation of the firm/agency/company) and guidelines duly registered as per company act, in case of private limited firm/company with name, photo & signature of all Directors.

2.8 The North DMC through its Commissioner or any designated officer such as Director (Education) / Additional Director (Education) or any officer duly authorised thereof, North DMC reserves the right to terminate the contract agreement with prior notice of 15 days.

3. Qualification of the Bidders:-

3.1. Bidder/Agency to qualify for award of contract has to submit a written power of attorney authorizing the signatories of the bid to participate in the bid.

3.2. Bidder/Agency must submit copies of all relevant documents only in accordance with tender requirements, duly self-attested, along with technical bid.

3.3. Bidder/Agency is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. Bidder has to further confirm and declare that no agency commission or any payment, which may be construed as an agency commission, has been or will be paid and that the tender price will not include any such amount. If the North Delhi Municipal Corporation subsequently finds any evidence to the contrary, it reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder null and void.

(Signature)
2011-12

3.4. Canvassing or offer of an advantage or any other inducement by any person with a view to influence acceptance of a bid will be an offence under Laws of India. Such action shall result in the rejection of the bid, in addition to other punitive measures would follow.

4. One Bid Per Bidder: - Each bidder shall submit only one bid.

5. Cost of Bid: The bidder/agency shall bear all costs associated with the preparation, methodology study and submission of his bid and the North Delhi Municipal Corporation shall in no case be responsible or liable for those incurred costs, regardless of the conduct or outcome of the tender process.

6. Visit to Department: A prospective bidder/agency can visit and acquaint himself/itself with the operational system. The costs of such visit and survey shall be borne by the bidder/agency. It shall be deemed that the Service Provider has undertaken a visit to the work sites and is aware of the operational conditions prior to the submission of the tender documents.

4. Tender Documents:-

4.1. Contents of Tender Documents.

4.1.1. The Tender invitation document has been prepared for the purpose of inviting tenders for providing Security Services. The tender document comprises of:

- (a) Forwarding letter/undertaking (Schedule- 'A')
- (b) Notice Inviting Tender for Security services (Press Notice).
- (c) Instructions to Bidders (this Document)
- (d) Terms and Conditions of the Contract (Annexure-I)
- (e) Tender form for providing Security services (Annexure-II)
- (f) Scope of Work of Service Provider (Annexure-III)
- (g) Form of Bank Guarantee for Bid Security (Annexure-IV)
- (h) Form of Agreement for providing Security services (Annexure-V)
- (i) Form of Bank Guarantee for Performance Security (Annexure-VI)
- (j) Check list for documents/ certificates of Technical Bid (Annexure-VII)
- (k) Financial/ Price Bid Performa for Security services (Annexure-VIII)
- (l) Financial information by the bidder (Annexure-IX)
- (m) Form of bankers certificate from a scheduled bank (Solvency certificate) (Annexure-X)

All the pages must be duly signed by the authorized signatory of the Bidder and duly bound in a single volume.

4.1.2.1 The bidder/Agency is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

4.1.3. The bidder/agency shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document, Downloaded from the website

4.2. Clarification of tender documents

4.2.1. The bidder/agency shall go through the downloaded Tender document and must become familiar with the requirements of the tender.

4.2.2. No need of pre bid queries / clarification is felt by NDMC. However, a PRE BID CONFERENCE for clarifications to bidders, if any, may be held in the Conference Hall, Office of Director (Education), NDMC. Date and Time shall be published on MCD website and emailed to the prospective bidders who have tendered the Tender Document Cost. Any clarification if agreed to by the Education Department, North Delhi Municipal Corporation would be issued as addendum to the tender document on the websites <http://www.mcdonline.gov.in> only and the issued/ downloaded bid document shall stand corrected/ detailed to that extent, It has been published at the website

4.2.3. Except for any such clarification the Education Department (North Delhi Municipal Corporation), which is expressly stated to be an addendum to the tender document issued by the Office of Director (Education) / Additional Director (Education) and published at MCD website <http://www.mcdonline.gov.in>, no written or oral communication, presentation or explanation by any other employee of the Department shall be taken to bind or fetter the Department under the contract.

5. Preparation of Bids

5.1. Language: - Bids and all accompanying document shall be in English (preferably) or Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

5.2. Documents Comprising the Bid: Tender document issued for the purposes of tendering as described in Clause 4.1 and any amendments issued shall be deemed as incorporated in the bid.

5.2.1. The bidder/agency shall, on or before the date given in the Notice Inviting Tender as on the schedule given on the e tender site of MCD, submit his bid online.

5.3 Bid Validity

5.3.1 The Bids must be valid for at least 180 days from the last date of submission of bids. NDMC may request the bidders for extension of the validity of the bids which may be accepted by the bidders without imposing any condition on NDMC. Bidders would not be allowed to change the bids

in any manner in case of such extension. Bidder/agency may not accept request for extension of validity of bids and may withdraw without forfeiting their EMDs if not liable for forfeiture as per other T&C of the Tender Document.

5.4 Bid Prices:-

5.4.1. Bidder/the agency shall quote the rates in lump-sum for the entire contract on a 'single responsibility' basis such that the tender price covers Service Provider's all obligations mentioned in or to be reasonably inferred from the tender document in respect of the Security Services at municipal schools in North DMC. This includes all the liabilities of the Service Provider/Agency such as cost of uniform, communication sets, Hand Held Metal Detectors (HHMDs), identity cards etc. and all other statutory dues as laid down under various labour laws/acts/rules like Minimum Wages, ESI, EPF, Contract labour (R&A) Act and other bonus, gratuity, uniform allowance, wages for leave reserve, service charges, all kinds of taxes etc. and all other liabilities warranted under the relevant Acts and rules as applicable which should be clearly stated by the Service Provider. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

5.4.2 The security guards (unarmed) will be considered under unskilled category.

5.4.3 The rates quoted by the bidder/Agency shall be inclusive of prevailing all taxes individual service tax as applicable at present in the prescribed format.

5.4.4. Conditional bids/offers shall be summarily rejected.

5.4.5. This tender is floated for deployment of security personnel for vigil, security and safety of schools and school children in the school premises and its vicinity during the school hours in North Delhi Municipal Corporation, for regulating entry and exit in school as per the directions of the school principal/instructions of the department. Offer for award of work/services will be made by NDMC to the technically qualified bidder/agency (evaluated for technical qualification on basis of the Technical Bids of eligible bidders) who has quoted the lowest cost in the Financial Bids of technically qualified bidders.

5.5 Currencies of Bid and Payment:-

5.5.1. The bidder/agency shall submit financial bid/offer in %age over the actual expenditure incurred on account of deployment of security personnels and the payment under this contract will be made in Indian Rupees through ECS only.

5.6. Duration of Contract:-

5.6.1 The contract shall be valid initially for a period of ONE year (comprising of twelve calendar months excluding the part or whole of vacation months in which schools are closed & for which no security personnel shall be required to be deployed by Agency) and the North DMC / Education Deptt reserves the right to extend the validity of contract on the same or enhanced rates and terms & conditions for such period as may be agreed upon subject to necessary approval granted by the competent authority.

5.7 Bid Security :-

Tender Security Services in NDMC Schools

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School Inspector Education (Gen.)
Education Deptt, North DMC

5.7.1 The bidder/the agency shall deposit EARNEST MONEY DEPOSIT (EMD) for an amount of **Rs.16,00,000/- (Rupees Sixteen Lakhs Only)** in the form of **Pay Order/Demand Draft** from a scheduled commercial bank drawn in favour of "**Commissioner, North Delhi Municipal Corporation**" and payable at **Delhi / New Delhi. Cheque(s) shall not be acceptable at all.** The EMDs of the Bidders who are not declared successful / selected for offer of award of work / services, if not forfeited and on a written request to be made by them, shall be returned to them within one month of the declaration of the successful bidder. The EMD of the successful bidder shall be appropriated towards the **PERFORMANCE SECURITY GUARANTEE (PG)** and **PG** being 5% of the Contract Value for ONE year contract, a **BANK GUARANTEE (BG)** for the remaining amount (Contract Value minus the amount of EMD adjusted towards PG) from a scheduled commercial bank in an acceptable form at **Annexure-IV in favor of COMMISSIONER, North Delhi Municipal Corporation shall be furnished by the Selected Bidder along with its Letter of Acceptance (LoA) to be submitted by it within 15 days of receipt of Letter of Intent (LoI) issued by NDMC. Not accepting the LoI shall lead to forfeiture of the EMD of such successful bidder.**

5.7.2 BG must be valid for addition 120 days beyond the period of the Contract and its validity must be got extended by the Service Provider if the contract period is extended.

5.7.3 No interest shall be payable by NDMC to bidders or selected bidder / Agency / Service Provider on EMD/PG.

5.7.4 Any Bid not accompanied by EMD shall be automatically rejected.

5.7.5. EMD shall be forfeited if the bidder withdraws or modifies its bid (unless with consent of Education Department (North Delhi Municipal Corporation) during the period of tender validity.

5.7.6. EMD shall be forfeited if the successful bidder refuses or neglects to execute the contract or fails to furnish the required Performance Guarantee within the time frame specified.

5.8. Format and Signing of Bid:-

5.8.1. The bidder/the agency shall **UPLOAD the scanned tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.**

5.8.2. The documents comprising the bid shall be typed or written in indelible ink or made on computer system and all pages of the bid shall be **signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.**

5.8.3. The bid shall **contain no alterations, omissions or additions except those to comply with instruction issued by the Department, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.** Only tender document uploaded on the tender site shall be valid

5.9 Submission of Bids:-

5.9.1. A two bid procedure shall be followed and shall include the following documents/enclosures for each bid document:

5.9.2 Technical Bid section shall include

- a) Covering Letter including Checklist as per the prescribed format;
- b) Details of Bid Security in the form of a Demand Draft.
- c) Power of Attorney for signing of Bid in the prescribed format;
- d) A copy of the complete set of Bid Documents with each page initialed by the Authorized Signatory as a token of acceptance. (Excluding Annexure-VIII)
- e) All the documents as per the Check List (Annexure-VII)

5.9.3 Financial Bid Section shall consist of the Financial Bid for the quoted BID as per format specified in Annexure-VIII for preparation of the financial bid. LUMP SUM cost is calculated and reflected in the financial bid. The signed calculation sheet (Annexure VIII) with complete details to be scanned and uploaded on to the financial envelope. NO financial / cost / part of Annexure VIII MUST BE REFLECTED in the technical bid section.

5.9.4 Education Department (North Delhi Municipal Corporation) will not assume any responsibility for the bidder' failing to be submit the documents online on time. Bidders are advised not to wait till the last date and time for submission of the bids for uploading of the Bids. Bid incomplete, not as required format of the bid shall be declared nonresponsive and shall be rejected.

5.9.4 Bids submitted by manual method, post, courier, fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

5.9.5. All components of the bid will be submitted through E tenders only

5.9.6. The Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of tender.

5.10 Late and Delayed Tenders:-

5.10.1. The Tender Schedule given in the Notice Inviting Tender does not permit submission of tenders beyond the prescribed schedule

5.10.2. Any attempt to submit bid in any format after the deadline as stipulated for submission of bids, , shall not be considered and will be returned unopened to the bidder. Only bids submitted online through registered MCD website alone will be valid and responsive.

5.11 Bid Opening and Evaluation:-

5.11.1. The Authorized Representative(s) of the Education Department will open the bids received on line at date and time specified. All participating bidder will be able to see the opened documents online any time after the technical bid opening.

5.11.2 Prior to opening Financial Bid, the Education Department will determine whether each Technical Bid is responsive to the requirements of the Tender. A bid shall be considered 'responsive' only if:

- a) It is received as per the prescribed format;
- b) It is received online by the Bid Due Date specified in the NIT including any extension thereof
- c) It is signed as stipulated
- d) It is accompanied by the Bid Security as specified
- e) It is accompanied by the Power(s) of Attorney as specified in Clauses No.3.1
- f) It contains all the information and documents (complete in all respects) as requested in this tender and or/Bidding Documents (in formats same as those specified);
- g) It does not contain any condition or qualification
- h) It is not non-responsive in respect of terms and conditions specified in bid document.
- i) All documents are as per check list (Annexure-VII)
- j) It is accompanied by the tender cost as per NIT

5.11.3 The Education Department (North Delhi Municipal Corporation) reserves the right to call for any clarification during the process for checking of responsiveness of Bid and to reject any Bid which is nonresponsive and no request for alteration, modification; substitution or withdrawal shall be entertained by the Authorized Representative(s) in respect of such Bid.

5.11.4 The Education Department may waive any minor infirmity, nonconformity or irregularity in a bid that does not constitute a material deviation, and that does not prejudice or affect the relative position of any Bidder, provided it conforms to all the terms, conditions of the bidding documents without any material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one

- i) That affects in any substantial way the scope, quality or performance of the contract;
- ii) That limits in any substantial way, inconsistent with the bidding documents, Authority's rights or the selected Bidder's obligations under the contract; or
- iii) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting responsive bids.

5.11.5 It is clarified that the selection of the Successful Bidders shall be subject to the verification of Bid Security and scrutiny of other relevant documents in original as stipulated in this Tender Document, that the Bidders has submitted. The Education Department reserves the right to call for any of the documents scanned uploaded by the vendor to be submitted in original.

5.11.6 Financial Bid (for technically qualified bidders only) will be opened and taken up for financial comparative evaluation.

5.11.7 The Technically qualified bidder/the agency with the lowest quoted financials (L-1) shall be eligible for being declared successful.

5.11.7 The date and time of opening of Financial Bids shall be notified on website. Each eligible bidder will be able to visualize the open bids and details thereof.

6. Selection of Bidders

6.1.1 The Bidder whose Bid is adjudged as L-1 shall be declared as the Selected Bidder (the "Selected Bidder") the Education Department (North Delhi Municipal Corporation) reserve the right to reject or annuls all the Bids, it may, in its discretion, can invite all eligible Bidders to submit fresh Bids.

6.1.2 In the event that two or more Bidders quoting the same rates, (the "Tie Bidders"), the North Delhi Municipal Corporation shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

6.2. Right to accept any Bid and to reject any or all Bids:-

6.2.1. The Education Department (North Delhi Municipal Corporation) is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

6.2.2. The Education Department (North Delhi Municipal Corporation) may terminate the offer/contract if it is found that the Selected Bidder is black listed on previous occasions by the any of the Govt. Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

6.2.3. The Education Department (North Delhi Municipal Corporation) may terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement maximum period of 30 days.

7. Award of Contract:-

7.1.1. The North Delhi Municipal Corporation will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

7.1.2. The North Delhi Municipal Corporation will communicate the successful bidder by E-Mail /Facsimile/Fax and confirmed by letter transmitted by Registered post or by Speed post that its bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Intent" or LOI) shall prescribe the amount which the Education Department will pay to the Service Provider in consideration of the successful execution of work/services by the Service Provider as prescribed in the contract.

7.1.3. The successful bidder shall be required to accept the Lol by furnishing its Letter of Acceptance (LoA) along with other T&C and thereafter to execute an agreement (the Contract) in the form specified in Annexure-V within a period of 30 days from the date of issue of Lol.

7.1.4. The successful bidder shall be required to furnish a PERFORMANCE SECURITY GUARANTEE (PG) within 15 days of receipt of 'Lol' for an amount equal to 5% (FIVE PERCENT) of the Contract Value for ONE year contract. The EMD of the successful bidder shall be appropriated towards the PG and a BANK GUARANTEE (BG) for the remaining amount (Contract Value minus the amount of EMD adjusted towards PG) from a scheduled commercial bank in an acceptable form at Annexure-IV in favor of COMMISSIONER, North Delhi Municipal Corporation shall be furnished by the Selected Bidder along with its Letter of Acceptance (LoA) to be submitted by it within 15 days of receipt of Letter of Intent (Lol) issued by NDMC. Not accepting the Lol shall lead to forfeiture of the EMD of such successful bidder.

7.1.5 BG must be valid for addition 120 days beyond the period of the Contract i.e. initially, the B.G shall be valid for a period of 16 months. In case the contract period is extended further, the validity of Performance Security shall also be extended by the Service Provider accordingly.

7.1.6 No interest shall be payable by NDMC to selected bidder / Agency / Service Provider on EMD/PG/BG.

7.1.7. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security. Further the contract shall be awarded to the next successful/qualified bidder quoting the next lowest price.



ANNEXURE I

Terms and Conditions for providing security services

INTRODUCTION:- North Delhi Municipal Corporation (NDMC) has one of its mandatory functions to provide education up to primary level to children in Delhi. The Education Department discharges this function through 784 schools running in 584 buildings. Education from Nursery to Class V to children (both boys and girls) from 4+ years to about 11 years are provided free of cost in these schools. There are about 4.5 lakh children and 8400 teachers in North DMC schools. The children are provided mid day meals served by various NGOs. North DMC endeavors to provide the best of care of and opportunity to these children for their all round development. With an object of safety and security of these children in the school premises during the school hours, NDMC intends to engage Security Services from a reputed Security Provider Agency. School hours are 7.30 am to 12.30 pm for morning shift schools and from 1.00pm to 6.00pm for evening shift school and 8 am to 1.00 pm & single shift schools. The security personnel must be on duty in a given school about half an hour before and continue till half an hour after the school hours. The timings for security personnel may will normally be as per schools timings. The schools have vacations –summer vacation from 11th may to 30th June, winter vacation from 25th Dec. to 15th Jan, autumn vacation & etc. Schools are closed on all Sundays, 2nd Saturday of a month and all notified holidays.

GENERAL: - The present tender is being invited in double bid system i.e. Technical Bid and Financial bid through e- tendering system for providing Security Services under which the selected Security Provider Agency shall provide uniformed and trained personnel and will do its best endeavors to provide vigil security services in the schools. The tender is for integrated security services (hereafter referred as Security Services or Services) under which the selected Service Providing Agency (hereafter referred as Service Provider or SP) shall provide uniformed and trained personnel to keep vigil, security and safety of school children in the school premises and its vicinity during the school hours, and school buildings, equipments, materials, fixtures and staff working in the schools which together would also include guarding against anti social elements and criminal activities. The same is required also to regulate the entry and exit of persons and children in schools premises. This would be achieved through the deployment of trained and uniformed security personnel in the schools and may also include deployment of trained non-uniformed manpower under any unforeseen requirement that may become necessary to provide security services. The Security Services would normally be restricted to the areas within the boundary of the school premises and the route immediate to main gates for approach and exit. The security personnel deployed must be able to handle fire extinguishers / devices kept in the schools and also to guide the teaching and non teaching staff of the school in operating those devices in case of a fire in that school.

One Security Personnel / Guard (preferably females in case of girls schools) is required to be deployed at each designated school on every day on which that school is open who would be reporting for duty half an hour before the commencement of the school hour and would leave only after half an hour of the closure of the said school i.e. when every student / staff has left the school. Bidders/the agency shall make provision for

Security Supervisors for given numbers of security personnel for effective and efficient management of the security services. One Security Personnel / Guard would normally be assigned one designated school only and would be substituted by the Agency during leave / absence of security personnel deployed in a particular school or if requested by the Education Department for whatever the reason may be. The Agency/service provider shall ensure that the security personnel/security guard is deployed in the school on all working days when the school is operational. Total numbers of security personnel and security supervisors which would be required to be provided in all the municipal schools of NDMC and are proposed by the Bidders must clearly brought out with justification in the Technical Bids and quoted in the Financial Bids.

SELECTION PROCEDURE:-

The selection procedure includes technical and price evaluation. The price bids will be opened only of the technically qualified bidders. The selected L-1 firm would be awarded the work. The selected firms must execute an agreement on a stamp paper of Rs.100/- to undertake the service contract.

PERFORMANCE GUARANTEE

The successful bidder/Agency has to submit a performance security equal to 5% of the ordered value of the contract in the form of FDR/BG from a nationalized bank in favor of the Director Education of the school(s). The performance security should be valid for 6 months later from the completion period of the contract (The FDR/BG should be valid for at least 18 months).

The successful bidder shall have to furnish the financial information in prescribed form 'A' (Annexure ix) from the authorized chartered Accountant and also shall have to furnish the solvency certificate from the scheduled bank in prescribed form 'B' (Annexure x) for the Rs. 2,32,00,000 /- (Rs. Two Crore ,thirty two lacs only)

RESPONSIBILITY OF THE CONTRACTOR

1. The Agency shall not engage any such sub Agency or transfer the contract to any other person in any manner.
2. The Agency shall indemnify the School(s) from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the Agency.
3. The bidder/the agency shall get guards and supervisors screened for vision, hearing, gross physical defects and contagious diseases and will submit an undertaking to this effect for each personnel deployed. School(s) will be at liberty to get anybody re-examined in case of any doubt. The agency/service provide shall ensure that only physically and medically fit personnel shall be deployed for duty.
4. Agency will provide walkie-talkie/instruments of audio communication to each supervisor and security guards to ensure effective timely communication between them.

5. The security personnel provided shall be the employees of the Agency and all statutory liabilities will be borne by the Agency such as ESI, PF, weekly rest, statutory holiday, uniform and compensation, if any, under the Workman's Compensation etc. etc. The list of staff going to be deployed shall be made available to the School(s). If any change is required by the agency or the School(s), intimation needs to be submitted before every change.
6. The Agency shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Private Security Agencies (Regulation) Act, 2005 and Delhi Private Security Agencies (Regulation) Rules, 2009, DGR Rates / Minimum Wages Act, Contract Labor (Regulation and Abolition) Act 1970, EPF Act, ESI Act and various other Acts as applicable from time to time with regard to the personnel engaged by the Agency for the School(s). It will be the responsibility of the Agency to provide details of manpower deployed by him in the school(s) and to the labor department.
7. The antecedents of security staff deployed shall be got verified by the contractor from local police authorities and an undertaking in this regard is to be submitted to the School(s) Administration. The Agency shall also ensure that the personnel deployed by him is neither convicted in any criminal case nor any criminal trial/case is pending against any such personnel deployed by him.
8. The Agency will maintain an attendance register in which day to day deployment of personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Agency has to give an undertaking (on the format), duly countersigned by the designated official of the school(s), regarding payment of wages as per rules and laws in force. The register shall remain available round the clock for inspection by the authorized representatives of the Medical Superintendent. The School(s) reserves the right to ascertain the veracity of the attendance register by means it deems appropriate, including the use of the electronic gadgets.
9. All liabilities arising out of accident or death while on duty shall be borne by the Agency.
10. Agency and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the property/ areas of the School(s) premises. The Agency shall be responsible to protect all properties and equipments of the School(s) entrusted to it.
11. Agency shall also be liable to the adequate number of security supervisors as per the statutory requirement and laid down norms in this regard as applicable for all the security service agencies for checking the performance of the security guards and to issue necessary instructions to them for the effective execution of the work awarded to the Agency.
12. The Agency will provide one security Supervisor having essential minimum qualification for fire safety officer as per Delhi Fire Safety Act 2010. He will be responsible for safety against fire in the School(s) Premises designated as Fire Safety Officer.
13. Adequate supervision will be provided to ensure correct & effective performance of the security services in accordance with the prevailing assignment instructions agreed upon between the two parties. The security personnel shall ensure that there are no unidentified / unclaimed / suspicious objects / persons in the buildings / premises. The vehicles that enter into the premises must be monitored by the agency. Security Officer must organize surprise visits (during day and night) to check the alertness and attentiveness of the security guards