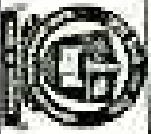


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NORTH DELHI MUNICIPAL CORPORATION

Office of the Deputy Commissioner (HQ)

Dr. Shyama Prasad Mukherjee Civic Centre

E-1, Block, 2nd Floor, J.L.Nehru Marg, New Delhi-110002 Ph. No: 011-23225232

NOTICE INVITING TENDER

No.: NDMC/DC/Security of Civic Centre/2017/ 302-

Dated: 23/10/2017

North Delhi Municipal Corporation invites tenders under two-bid systems from reputed Security Services Agencies for providing Security Services in Civic Centre Complex.

Cost of Tender Documents (Non- Refundable) : Rs. 1500/-

EMD/Bid Security: Rs. 21.25 Lacs

Estimated Cost : Rs 8.5 Crore

| | |
|---|---|
| Date for Purchase/Download of Tender Document | 31 st October, 2017 at 2P.M. |
| Last Date and Time of Submission of Bid | 10 th November, 2017 upto 1 P.M. |
| Date of opening of Technical Bid | 10 th November, 2017 at 3 P.M. |
| Date of opening of Financial Bid | 17 th November, 2017 at 3 P.M. |

The Tender documents containing detailed terms and conditions can be obtained either from the office of the undersigned or downloaded from the website www.medonline.gov.in. The payment towards cost of Tender Document (Non-Refundable) must be made in the form of a Bank Demand Draft in favour of "Commissioner, North Delhi Municipal Corporation" and payable at Delhi. Copy of the proof of payment (Q8 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.

The Tender Document is not transferable.


Deputy Commissioner (HQ)
North Delhi Municipal Corporation

NORTH DELHI MUNICIPAL CORPORATION
ADDL. DY. COMMISSIONER (HQ)
2nd FLOOR, DR. S.P.M. CIVIC CENTRE, J.L. Nehru Marg,
NEW DELHI-110002

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NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICES

(01) Sealed tenders are invited under Two-Bid system from agencies, either by themselves or as a joint venture/consortium/partnership having capacity to provide the required number of uniformed trained manpower for the security services of Dr. S.P.M. Civic Centre, North DMCC, for a period of one year on contract basis/outsourcing basis. The approximate estimated cost of tender for the said period is Rs. 08.5 crores.

(02) The tender forms along with terms and conditions can be obtained from the office of ADDC (HQ), 2nd Floor, Dr. SPM Civic Centre, Delhi - 110002 on payment of Rs. 1500/-Rs. one thousand five hundred only on any working day during 10.00 a.m. to 4.00 p.m. The tender form can be downloaded from the website www.mcdonline.gov.in and in such cases; the cost of tender form must be enclosed by way of demand draft of Rs. 1500/- payable in favour of Commissioner, North DMCC along with the tender document.

(03) The Agency should have an experience in providing the security services in a Govt. Organisation, Public Sector undertaking or Autonomous body of equivalent status or Five Star Hotel or a reputed Pvt. Sector Company.

(04) The Agency should submit the photocopy of the valid license issued by the Competent Authority under "The Private Security Agencies (Regulation) Act, 2005". Other clearance, if required, from the concerned departments must also be enclosed. Non-submission of the copy of valid license or submission of copy of expired license will lead to outright rejection of the bid.

(05) Last date for submission (receipt of tenders) is 10th Nov, 2014 upto 1.00 PM. Tender will be opened by the Tender Committee on the same day () in the presence of members or their authorized representatives who wish to be present (at 2.00 PM in the office of Deputy Addl. Deputy Comm (HQ), North Delhi Municipal Corporation). In case, if there is an unexpected holiday on the last day of submission/opening, the tenders will be opened on the next working day, at the same time. The tenders received after the above said scheduled date and time will not be entertained. No tender by FAX or email should be entertained.

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Dy. Commissioner (HQ)
North Delhi Municipal Corporation
New Delhi-2

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Designation of the Authorized Officer Deputy/Asst. Deputy Comm./HO
North Delhi Municipal Corporation,

Name and Address of the Department
Deputy/Asst. Deputy Comm./HO/ North Delhi Municipal Corporation
2nd floor, S.P.M. Civic Centre
11, Nehru Park, New Delhi - 110002.

INSTRUCTIONS TO BIDDERS

1. GENERAL:-

1.1 The present tender is being invited for Security Services of Dr. S.P.M. Civic Centre, North DMC under which the contractor shall provide uniformed and trained security personnel and will use its best endeavour to provide security of building, equipments, materials and staff working at Dr. S.P.M. Civic Centre monitoring and surveillance of the premises;

2. ELIGIBLE BIDDERS:-

2.1 All security agencies who are providing similar kind of services for at least last three previous years i.e 2014-15, 15-16 & 16-17 and having turnover of Rs. 5 crore in each three financial years i.e 2014-15, 15-16 & 16-17 in the banks of accounts duly verified by Authorized Auditors or from the registered Accountant.

2.2 The bidder must have the experience of minimum 5 years completion of works of security.

2.3 Whether the concern possesses at least two satisfactory performance certificates from Govt. Organisation/Govt. undertaking or any Govt. of India, Delhi Govt. or any other State Govt. or public sector banks or local bodies/Municipalities in any of the two preceding years i.e between 2012-13 to 2016-17.

2.4 The Bidder must have a license under sub-section 19 of section 7 of the Private Security Agencies (Regulation) Act, 2005 State of Delhi ("Bidder means a Registered Company, Firm or Agency having a Legal Entity including Joint venture incorporated as a company registered under the Indian Companies act, 1956". Valid documentary proof of same should be submitted in Technical Bid. In case of Joint Venture any of the members of Joint Venture or JV itself should have requisite valid qualifying certificates. Other documents, if required from the concerned departments must also be enclosed. Non-submission of the copy of valid license or submission of


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De. Commissioner (HQ)
North Delhi Municipal Corporation
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copy of expired license will lead to outright rejection of the bid. All documents must be self-assessed.

2.5 All documents must be produced in original, at the time of technical bids.

3. QUALIFICATION OF THE BIDDERS:-

3.1 The bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.

3.2 (a) Memorandum of Understanding shall be provided in case the Bidder conspires of Joint venture/Consortium/Partnership firm duly in existence/registered at the time of applying/ submitted document for this very tender and no consortium/ joint venture/partnership firm allow to participate in any case which has come into existence after submitting/applying for this very tender.

(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorized person shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm.

(c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members. The responsibilities lie upon all and each of the members individually and severally.

3.3 The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.

3.4 Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card under the income tax Act.

3.5 Bidder must submit copies of all documents required, duly self-assessed along with technical bid of the tender.

3.6 Each Bidder (Signed by each member in the case of partnership firm/joint venture/consortium) or any associate 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, in any other form or work related to the award and performance of this contract. They will have to further confirm and declare that no agency has been reimbursed any commission or any payment which may be construed as commission. If the Deputy/Asst. Deputy Commr./HOJ North Delhi Municipal Corporation subsequently finds to the contrary, the Department



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As, Commissioner (HR)
North Delhi Municipal Corporation
New Delhi-110

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reserves the right to declare the Bidder as non compliant and declare any contract if already awarded to the Bidder to be null and void and shall be black listed for a period of 4 years.

3.7 Commissioning or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under laws of India. Such action will liable for rejection of bid, in addition to other punitive measures.

4. ONE BID PER BIDDER:-

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

5. COST OF BIDS:-

The bidder shall bear all costs associated with the preparation and submission of his bid and the Department in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

6. VISIT TO DEPARTMENT:-

The bidder is required to provide securities services to this Department and is advised to visit and acquaint himself with the operational system. The costs 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.

7. TENDER DOCUMENTS:-

7.1 Contents of Tender Documents.

7.1.1 The Tender Invitation Documents has been prepared for the purpose of inviting tenders for providing Security Services. The Tender document comprises of:-

- (a) Notice of Invitation of Tender
- (b) These Bid.



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By, Commissioner (HD)
North Delhi Municipal Corporation
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- (e) Terms and Conditions
- (d) Tender form for providing security services (Annexure-I)
- (c) Scope of Work (Annexure-II)
- (b) Evaluation criteria for technical and financial points (Annexure-III)
- (a) Check list for Pre-qualification Bid (Annexure-IV)
- (b) Undertaking (Annexure-V)
- (b) Form of Bank Guarantee for Bid Security (Annexure-VI)
- (b) Form of Agreement (Annexure-VII)
- (b) Form of Bank Guarantee of performance Security (Annexure-VIII)
- (b) Price Bid for Security Services (Annexure-IX)

7.1.2 The Bidder is expected to examine all instructions, terms, 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.

7.1.3 The Bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document which shall be rejected.

7.2. CLARIFICATION OF TENDER DOCUMENT

7.2.1 The Bidder shall check the pages of all documents against page number given in indexed and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the office of Deputy/Asstt. Deputy Commr./HO North Delhi Municipal Corporation (concerned Section of the Department).

7.2.2 In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification from the office of Deputy/Asstt. Deputy Commr./HO North Delhi Municipal Corporation not later than one week before submitting his bid. Any such clarification, together with all details on which clarifications had been sought, will also forwarded to all bidders without disclosing the identity of the bidder seeking clarification. All communications between the bidder and the Department shall be carried out in writing.


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New Delhi-110002

7.2.3 Except for any such written certification by the Department, which is expressly stated to be an addendum to the tender document issued by the Office of Deputy/Adtl. Deputy Commr(NM) North Delhi Municipal Corporation (enclosed Section of the Department, no written or oral communication, prescription or explanation by any other employee of the Department shall be taken to bind or fetter the Department under the contract.

***. PREPARATION OF BIDS**

8.1 Language

Bids and all accompanying documents shall be in English or in 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.

8.2 Documents Comprising the Bid

Tender document issued for the purposes of tendering as described in clause 7.1 and any amendments issued shall be deemed as incorporated in the Bid.

8.2.1 The Bidder shall, on or before the date given in the Notice Invitation in Tender, submit his bid in sealed envelopes clearly marked in the name of the Tender.

8.2.2 One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.

8.2.3 The contractor shall deposit Bid Security (Earnest Money Deposit) Rs.21.25 lakh Rs. Twenty one lakh twenty five thousand only in the form of an Account Payee (DD/BG, fixed Depos Receipt from a commercial bank in an acceptable form in favour of Commissioner/North Delhi Municipal Corporation, along with the Tender document. The bid Security will remain valid for a period of forty-five days beyond the bid validity period. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and least one or before the 30th day after the award of the contract.

8.2.4 Bid should be addressed to the Deputy/Adtl. Deputy Commissioner(NM) and submitted in the office at the following address:-

Deputy/Adtl. Deputy Comm. (NM)/North Delhi Municipal Corporation
2nd floor, Dr. S.P.M.Civic Centre
J.L. Nehru Marg, New Delhi -110002.


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Dy. Commissioner (NM)
North Delhi Municipal Corporation
New Delhi-2

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8.2.5 The Bidder (each member in case of Joint venture/consortium/partnership firms) shall furnish the details regarding number of works, as stated in clause 2.2 completed in preceding three years i.e. 2014-15, 15-16 & 16-17 which were of security in nature.

8.3 BID PRICES:-

8.3.1 Bidder shall quote the Service Charge in terms of per head per shift in respect of each in Indian Rupees only as per ANNEXURE-IX.

8.3.2 The North DMIC will reimburse amount of Minimum wages as applicable and all statutory obligations and taxes such as EPF, ESI, Bonus, OST etc, if applicable, per head per shift to the contractor. In case of any change/increase in minimum wages or any applicable statutory obligation and taxes, consequential increase/decrease the same shall be reimbursed/reduced by North DMIC. However, the Service Charges quoted/tendered by the bidder with respect to each person under various categories will not be changed throughout the contract period including extended period of contract, if any.

8.3.3 The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

8.4 FORM OF BIDD:-

The Form of Bid shall be completed in all respects and duly signed and stamped on each page by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

8.5 Contents of Bid and Payments:-

8.5.1 The bidder shall submit his price bid/offer in Indian Rupees only and payment under this contract will be made in Indian Rupees only.

8.6 Duration of Contract:-

The contract may be valid for one year and the Department reserves the right to cancel or to extend the validity of contract on the same rates and terms and



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conditions for such period as may be expressly agreed to, but not beyond a total of two years (this includes one year of initial contract).

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8.7. BID SECURITY:

8.7.1 The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs.21,25,000/- (Rs. Twenty one lac twenty five thousand only) in the form of an Account Payee EDD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank, in an acceptable form, in favour of Commissioner/North Delhi Municipal Corporation along with the Tender document. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period.

8.7.2 Any Tender not accompanied by Bid Security shall be rejected.

8.7.3 Bid securities of the unsuccessful bidders will be returned to them, at the earliest after expiry of the final bid validity and sent on or before the 30th day after the award of the contract positively. However, no interest in any case will be given by the Corporation.

8.7.4 Bid Security of the successful bidder shall be returned on receipt of Performance Security in the Department and after signing the contract agreement.

8.7.5 Bid Security shall be forfeited, if the bidder withdraws his bid during the period of Tender validity.

8.7.6 Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Department.

8.8. Format and Signing of Bid:-

8.8.1 The bidder shall submit one copy of the Tender documents and agenda, if any, thereof, with each page of this document duly signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.

8.8.2 The documents comprising the bid shall be typed or written in indelible ink 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 copies or amendments have been made, shall be signed by the person or persons signing the bid.

9. Submission of tender : Two Bid System

9.1.1 The tender is invited under two bid system i.e. Technical Bid and Financial Bid. The interested companies/firms are requested to submit two


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By Commissioner (HD)
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New Delhi

separate sealed envelopes superscribing "Technical/Bids for Security Arrangement of Circle Centre and Financial Bids for Security Arrangement of Civic. Both sealed envelopes should be kept in a third envelop superscribing" "Tender for Security Arrangement of Circle Centre for North Delhi Municipal Corporation".

9.1.2 The Technical Bids will be opened at the first stage and evaluated by Competent Committee of Authority. At the second stage, Financial Bids of technically qualified Bidders only will be opened for further evaluation and making before awarding the contract.

9.1.3 The OVERALL sealed cover i.e. MASTER Envelope should comprise of envelope containing (1)EMD (2) Technical Bid (Marked as Envelope "A") (3) Price Bid (Marked as Envelope "B") should consist of the following documents :-

(a) Bid Security (Banker Money Deposit) for an amount of Rs.11,25,000/- [Rs. Twenty one lakhs twenty five thousand only] in the form of an Account Payee DD, Fixed Deposit Receipt from a Schedule Bank, or a Bank Guarantee in an acceptable form in favour of Commissioner/North Delhi Municipal Corporation.

(b) Self attested 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 address and telephone numbers of Directors/partners also.

9.1.4 The sealed cover of Price Bid should contain Annexure -IX i.e. Price bid in original duly Filled in figures and words and shall be protected with transparent tape (stitching) which the bid shall be rejected.

9.1.5 All the sealed covers shall be addressed to the Deputy/Addl. Deputy Comm./HDQ/North Delhi Municipal Corporation and will be put in the Tender Box which will be available in the Office of the Deputy/Addl. Deputy Comm./HDQ/North Delhi Municipal Corporation at the following address:-

Deputy/Addl. Deputy Comm./HDQ/North Delhi Municipal Corporation
2nd floor, S.P.M. Civic Centre
J.L. Nehru Marg, New Delhi-110002.

9.1.6 The Tender shall remain valid and open for acceptance for a period of 120 days from the date of opening of price bid.



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By Commissioner (HDQ)
North Delhi Municipal Corporation
New Delhi-2

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9.2 The Technical Bid should contain the following documents (duly signed by the authorized signatory of the bidder, with seal, on each page of each document, except un-amended printed literature) to establish the bidder's eligibility to the Bid & his qualification to provide Security Services if his bid is accepted:-

- a. Details of Current Money Deposit furnished in accordance with the claim above.
 - b. The issued/downloaded bid document, signed on each page by the authorized signatory of the bidder.
 - c. Copy of PAN card.
 - d. Copy of GST Registration.
 - e. Annexure duly filled and signed by the authorized signatory of the bidder:
 1. Experience certificate or documents as per following condition :-
Experience of having successful completed similar works of security in Govt./PSUs during last three financial 2014-15, 2015-16 & 2016-2017 years ending as on date of NIT should be in possession of at least two satisfactory performance certificates from the Govt. organization, Govt. undertakings, PSU, Autonomous Institutions, Public sector Banks or Local Bodies having manpower of not less than 200 employees in a single project.
 - g. The enclosed certificates and Performance duly filled and signed.
 - h. Any other document(s) required as per tender conditions.
 - i. Should have minimum turnover of Rs. 5 crore per annum during each of the previous three financial years (valid and certified proof has to be attached) duly certified by the Chartered Accountant 2014-15, 2015-16 & 2016-2017.
 - j. Should have not been blacklisted by the Department's Ministers of the Govt. of India, (PSUs. Declaration has to be given in the form of notarized affidavit.
 - k. Should have Audited Balance Sheet for last three years along with ITR of last three years i.e 2014-15, 2015-16 & 2016-2017.
- In the absence of any of the above document/information, the offer shall be summarily rejected without making any further reference to the bidder in this regard.

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Commissioner (HD)
HPPS Delhi Water & Sewerage
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The sealed envelope should contain the above all required documents having name/address of the bidder on the envelope. The bid should be addressed to-

Deputy/Asstt. Deputy Comm. (HQ)/North Delhi Municipal Corporation

2nd Floor, S.P.M. Civic Centre

11, Nehru Marg, New Delhi-110002.

9.2.1 The sealed envelope should be submitted to the Deputy/Asstt. Deputy Comm. (HQ)/ North Delhi Municipal Corporation or can be dropped in the tender box kept in the room of Deputy/Asstt. Deputy Comm. (HQ)/ North Delhi Municipal Corporation, Room No. 202 (2nd Floor), E-1 Block, Civic Centre, New Delhi-110002 for this purpose. The box will be opened as per schedule in the presence of bidders or their authorized representatives.

9.2.2 The bid shall remain valid for 120 days from the date of opening of the bid. A bid valid for shorter period may be summarily rejected.

The Financial bid should indicate the Service Charge (inclusive of all security facilities & taxes) for the security services to be quoted as per the details given in schedule of rates as per Annexure IX.

Manpower Required

| Sl. No. | Designation | Number of Manpower required by DC/ADP(HQ) | | Remarks |
|---------|---------------------|---|--|---------|
| | | | | |
| 1. | Security Guard | 214 | | |
| 2. | Constable | 09 | | |
| 3. | Security Supervisor | 13 | | |
| | Grand Total | 236 | | |

Note: -

The requirement of man power is indicative. The total strength can be decreased or increased as per proposal made by the bidder and on the decision taken by the department based on actual requirement. The bidder will provide adequate numbers of (Grand Total Metal Detector under Vehicle Search Mirror and Four Door Frame Metal Detectors for the premises at different locations. The number of female Security Guards should not be less than 5% of Manpower required.

10. National Delivered Tenders:-

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By: Committee/Asstt. (HQ)
North Delhi Municipal Corporation
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10.1 Bids must be received in the Department at the address specified above not later than the date and time stipulated in the RIT. The Department may, at its discretion, extend the deadline for submission of bids in that case; all rights and obligations of the Department and the Bidder will be the same.

10.2 Any bid received by the Department after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

11.1 Bid opening and Evaluation:

11.1.1 The authorized representatives of the Department will open the Technical bid and financial bid in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.

11.1.2 The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions, will be summarily rejected.

11.1.3 Conditional bids shall also be summarily rejected.

11.1.4 Subsequently, the selected technical bids will be evaluated as per the methodology given in the Annexure-III of the Tender document.

11.1.5 Financial bid will be opened for evaluation in the presence of qualified bidders only. Finance bid will not be opened who have been disqualified technically.

11.2 Right to accept any Bid and to reject any or all Bids:

11.2.1. The office of Deputy/Asstt. Deputy Comm. (HD) 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.

11.2.2 The office of Deputy/Asstt. Deputy Comm. (HD) North Delhi Municipal Corporation, may terminate the contract, if it is found that the contractor is black listed on previous occasions by the any of the Departments' Institutions/Local Bodies/Municipalities/ Public Sector Undertakings, etc.

11.2.3 The office of Deputy/Asstt. Deputy Comm. (HD) 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.

12 Award of Contract:

12.1 The office of Deputy/Asstt. Deputy Comm. (HD) 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


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Asstt. Commissioner (HD)
North Delhi Municipal Corporation
Main Building

contract satisfactorily as per the terms and conditions incorporated in the bidding document.

12.2. The office of Deputy/Adult Depute Commr, HOD, North Delhi Municipal Corporation will communicate to the successful bidder by letter, by speed post and by an email that his bid has been accepted. This letter (hereinafter read as the condition of contract called the "Letter of Offer") shall prescribe the amount which Department will reimburse to the contractor in consideration of the execution of works/services by the contractor as prescribed in the contract.

12.3 The Successful bidder will be required to execute an agreement to the form specified in Annexure-VIII within a period of 07 days from the date of issue of Letter of Offer.

12.4 The successful bidder shall required to furnish a Performance Security within 15 days of receipt of "Letter of Offer" for an amount of equal to 5% of the contract for one year in the form of an Account Payee B/D, fixed Deposit Receipt from a Schedule bank or Bank Guarantee in an acceptable form (Annexure -VIII) in favour of Commissioner, North Delhi Municipal Corporation. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

12.5 Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

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

12.7 No interest shall be payable by North Delhi Municipal Corporation to selected bidder/agency/service provider on EM/D/P/O/B/O.

Note :-

1. The Security Guard will be considered under semi-skilled category. Gunman and Security Supervisor will be treated under skilled category. Contractor shall provide uniformed and trained security personnel and use its best endeavour to provide

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By, Commissioner (HO)
North Delhi Municipal Corporation
New Delhi-8

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1. Security services to the entire Civic Centre, North BMC, its moveable as well as immovable properties, staffs for providing safety, monitoring and surveillance. The time quoted will be for per shift of eight hours per person per day. The bidder will provide the sequece No. of HEMED, Under Vehicle Search Minor and Door Frame Metal Detector and cost of these equipments should be inclusive while quoting the financial rate.
2. The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.
3. The contract may be valid for one year and the North Delhi Municipal Corporation reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be mutually agreed to, but not beyond further one year.
4. The number of manpower required shown above is indicative and the actual quantity may vary.
5. The bidders will quote the rates in Indian Rupees only.
6. All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rate and amount tendered by him/ them in figures and as well as in words and shall be processed with transparent tape, failing which the bid shall be rejected. Attention, If any, unless legally advised by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No column should be left blank which would be otherwise made the tender liable for rejection.

13. TERMS AND CONDITIONS OF THE CONTRACT

13.1 The security personnel (i.e. Security Guard, Gunman & Security Supervisor) provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. The list of staff going to be deployed shall be made available to the Deputy/Addl. Deputy Comm. (HQ), North Delhi Municipal Corporation (herein after called the Department) and if any change is required on part of the Department, fresh list of staff shall be made available by the agency after each and every change.

13.2 The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and Contract Labour

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K. MAHESH
Dy. Commissioner (HQ)
North Delhi Municipal Corporation
New Delhi-7

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(Regulation & Abolition act 1970), EPF etc. with regard to the Security personnel engaged by him for this work. It will be the responsibility of the contractor to provide details of manpower deployed by him, to the Department as well as to the Labour Department of North Delhi Municipal Corporation.

13.3 As far as EPF is concerned, it is mandatory that the Contractor is having the PF code number allotted by Regional Provident Fund Commissioner (Office against which the PF subscriptions, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of closing of every month.

13.4 The antecedents of security staff deployed shall be got verified by the contractor from local police authority and on undertaking in this regard to be submitted to the department and Department shall ensure that the contractor complies with the provisions.

13.5 The contractor to ensure that all guards shall make their attendances through Bio-Metric machine and submit bills accordingly for which payments have to be released. Further the contractor must also submit Electronic Challan Receipt (ECR) of EPF for each month of the period under contract.

13.6 The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the Department. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. 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 2nd payment onwards.

13.7 All liabilities arising out of accident or death of Security Personnel, while on duty, shall be borne by the contractor.

13.8 Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the deployed staff, the supervisory staff will move in their areas of responsibility.


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13.9 All necessary reports and other information will be supplied immediately as and when required and regular meetings will be held with the Department if required.

13.10 Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the trust of responsibility given to them by the Department and shall not knowingly lend to any person or company any of the effects of the Department under its control.

13.11 The security shall have his own Establishment. Set up Mechanism to provide training aids or should have tied up with a training institute, with 2x3 Ex-Servicemen/Ex-Para Military Forces/Ex-Police for training purposes, at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

13.12 Under the terms of their employment agreement with the Contractor, the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.

13.13 That in the event of any loss occasioned to the Department as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the Department, the said loss can be claimed from the contractor up to the value of the loss with an added penalty amount of 50% of the value of the loss. The decision of the Head of the Department will be final and binding on the agency/contractor/joint venture.

13.14 The contractor shall do and perform all such Security services, aids, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Department may issue from time to time and which have been mutually agreed upon between the two parties.

13.15 The Department shall have the right, within reason, to have any person removed that is considered to be undesirable through contractor on the recommendation of department or otherwise and Security Contractor reserves the right to change the staff with prior intimation to the Department.

13.16 The contractor shall be responsible to maintain all property and equipment of the Department entrusted to it.

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13.17 The contractor shall deploy supervisors as per the need given by the Department. The supervisor shall be required to work as per the instructions of Department from time to time.

13.18 The personnel engaged by the contractor shall be neatly dressed and in clean uniform (including proper name badges), fitting which would invite a penalty of Rs.500/- be imposed on each guard on each day and habitual offenders in this regard shall be removed by the contractor on the recommendations of the Department. The penalty on this account shall be deducted from the Contractor's bills.


13.19 The personnel engaged have to be extremely courteous with every pleasant mannerism in dealing with the Staff/Visitors/Guests and should project an image of utmost discipline. The Department shall have right to have any persona moved through contractor in case of staff complaints or as decided by representative of the Department if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange suitable replacement in all such cases.

13.20 The three (3) eight hours shift shall be from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. & 2200 hrs. to 0600 hrs. But the timings of the shift are changeable and shall be fixed by the Department from time to time depending upon the requirements. Prolong day hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made to the contractor by the Department for double duty, if any.

13.21 The personnel will have to report to the Department's security office, at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the Department.

13.22 The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, EPF, ESI and other Acts like O S T as applicable from time to time with regard to the personnel engaged by the contractor for the Department.

13.23 The payment would be made, at the end of every month based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the Department


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and the Contractor his representatives' personnel authorized by him. No other claim on whatever account shall be entertained by the Department.

13.24 Any damage or loss caused by contractor's persons to the Department whatever from, would be recovered from the contractor after assessment of damage with an added penalty of 50% of the damaged amount. The same shall be deducted from the contractor's bill.

13.25 The Department will impart basic training/familiarization to the Security and door keeping services required to be done by the personnel to be deployed by the contractor under the contract for 2 to 3 days and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.

13.26 (a) In case, any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to triple the wages of number of guards/supervisors absent on that particular day shall be levied by the Department and the same shall be deducted from the contractor's bills.

(b) In case, any of contractor's personnel deployed under the contract fails to report on time and contractor is unable to provide suitable substitute in time for the same. It will be treated as absent and penalty as mentioned in point 26(a) shall be levied.

(c) In case, any public complaint is received attributable to misconduct/misbehaviour of contractor's personnel, a penalty of Rs. 1000/- for each such incident shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed by the contractor on the recommendation of the department immediately.

(d) In case, the contractor fails to commence/execute the work as stipulated in the agreement or satisfactory performance or does not meet the statutory requirements of the contract, Department reserves the right to impose the penalty as detailed below:-

(i) 20% of cost of order/agreement per week, up-to four week's delay.

(ii) After four weeks delay, North DMIC reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably from other contractor(s) registered with DCIR and then from open market or with other agencies. If DCIR registered agencies are not in a position to provide such Contractor(s). The difference if any will be recovered from


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the defaulter contractor and also shall be black listed for a period of 4 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.

13.27 The contractor shall ensure that its personnel shall not, at any time, without the consent of the Department in writing, divulge or make known to any trust, account, merger or transaction undertaken or handled by the Department and shall not disclose to any information about the affairs of Department. This clause does not apply to the information, which is in public knowledge and public domains.

13.28 Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.

13.29 The contractor shall deploy his personnel only after obtaining the Department approved duly submitting curriculum vitae (CV) of these personnel, the Department shall be informed at least one week in advance and contractor shall be required to obtain the Department's approval for all such changes along with their CV's.

13.30 The contractor shall have his own Establishment/Setup/Deletions, etc. at his own cost to ensure smooth and satisfactory performance of his liabilities and responsibilities under the contract.

13.31 NOTICE TO PROCEED" means the notice issued by the Department to the contractor communicating the date on which the works/services under the contract are to be commenced.

13.32 If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally or as a legal entity liable to the Department for the fulfillment of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/ group/partnership shall not be altered without the approval of the Department.

13.33 The contract period is twelve months from the date of the commencement. The contract shall be valid for one year and the Department reserves the right to curtail or to extend the validity of contract on the same rates and terms and



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contractees for such period as may be agreed to, but not beyond two years in total (including the original term of one year).

13.34 During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Department shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee and also blacklisted for a period of 4 years.

13.35 In the event of any default being made in the payment in respect of wages of any person employed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the contractor shall be responsible for making the payments of wages.

13.36 If any money, shall, as the result of any instructions from the Labour Authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Department, such money shall be deemed to be payable by the contractor to the Department within seven days. The Department shall be entitled to recover the amount from the contractor by deduction from bill with a rate of interest payment of 18% due to the contractor or from the Performance Security.

13.37 The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner. If he is found to be doing this then he shall be blacklisted for a period of four (4) years.

13.38 The contractor shall indemnify and hold the Department free from and against all claims, damages, losses and expenses arising out of or resulting from the works/services under the contract provided by the contractor.

13.39 The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and Delhi Works Contract Act (wherever applicable).

13.40 The contracting agency shall not employ any person below the age of 21 yrs. and above the age of 45 yrs. In case of Ex-Servicemen age could be relaxed up to 55 years. Manpower so engaged shall be trained for providing security services and fire fighting services before joining. In addition, Department will also arrange training in batches by Civil Defence and Fire Service Departments for deployed manpower. During this training, contractor shall

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have to arrange for substitutes for the staff undergoing training.

13.41 The contracting agency shall employ at least 20% manpower from the category of Ex-Servicemen, not above the age of 55 years. Security staff other than ex-servicemen shall be minimum 10% gross head with training of minimum of five days duration for providing security and fire fighting services.

13.42 The contractor shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and shall provide a certificate to this effect for each personnel deployed. North DMAC will be liberty to get anybody re-examined in case of any doubt. Only physically fit personnel shall be deployed for duty.

13.43 Security staff engaged by the contractor shall not take part in any staff union and association activities.

13.44 The contractor shall bear all the expenses incurred on the following items i.e. provision of torches and gas, latrinalians and other to security staff, implants satisfactory for writing duty charts and registers at security check points and records keeping as per requirements.

13.45 Agency will provide walkie-talkie to each supervisor to 20% of security guards to ensure effective timely communication among them.

13.46 The Department shall not be responsible for providing residential accommodation to any of the employee of the contractor.

13.47 The Department shall not be under any obligation for providing employment to any of the 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.

13.48 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, shall be recovered by the Department from the agency & vice versa.

13.49 The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over, when ever required by the Department.

13.50 The contractor will submit the details of EPF/ESI/ contribution deposited to the authorities concerned in respect of personnels deployed in North DMAC on


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De. Commissioner (PQ)
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monthly basis for every payment made for every previous month.

13.51 The contractor shall disburse the wages to its staff deployed in the Department every month through ECS or by Cheque in the presence of representative of the Department. The contractor shall provide Author Based Bank Account details of each before engaging them. North DMAC will reimburse the expense after the deputation of wages of security persons by the Contractor through ECS.

13.52 The contractor should have round the clock control room service in Delhi along with quick response teams to deal with emergent situations.

13.53 The payment of wages to Security Guards shall be made through Author linked bank accounts and will be disbursed through ECS only by the contractor.

13.54 Contractor must have the capacity of 4 months of paying wages of security personnel in case of late payment by North DMAC due to an unforeseen reason.

13.55 No interest will be reimbursed by the North DMAC in any case.

13.56 The contractor shall submit the details of all the security personnel to the office of the DC (HQ) along with their photographs.

13.57 The transportation/logistic arrangement for all Security Personnel to reach the venue on the day of function shall be borne by the contractor.

13.58 The contractor will submit subversive certificate, which should be 40% of estimated cost.

13.59 The contractor will submit Income tax clearance certificate for previous July issued by the concerned authorities.

14. Force Majeure

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, flood, strikes, terrorist acts of God & natural diseases etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall be reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The performance of any obligation under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more, either party may at its option to terminate


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By, Commissioner (AO)
North Delhi Multi-Skill Corporation
New Delhi

the contract.

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15. OBLIGATION OF THE CONTRACTOR:

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

16. Dispute Resolution

Any dispute and or difference arising out of or relating to this contract to be resolved through joint discussion of the authority representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Commissioner, North Delhi Municipal Corporation with place of arbitration in Delhi and language in English.

17. JURISDICTION OF COURT

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

(Signature of Contractor)

(Signature of DE/ADP (HQ)/SIMMER)



R. MAHESH

By: Commissioner (HQ)
North Delhi Municipal Corporation
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ANNEXURE-1

(Name of the Department)

TENDER FORM FOR PROVIDING SECURITY SERVICES

After duly Attested P.P. State recent photograph of the prospective bidder.

1. Cost of tender : 24.1300/-
2. Due date for tender _____
3. Opening time and date of tender _____
4. Name, address of Firm/Agency and Telephone numbers. _____

5. Registration No. of the Firm/ Agency: _____
6. Name, Designation, Address and Telephone No. of Authorized person of Firm/ Agency to deal with. _____

7. Please specify as to whether Tenderer is sole proprietor/ Partnership firm. Name and Address and Telephone No. of Directors/partners should be specified. _____

8. Copy of PAN card issued by Income Tax Department and Copy of previous Financial Year's Income Tax Return. _____
9. Provident Fund Account No. _____
10. ESI Number _____
11. License number under Contract Labour (P&A) Act _____

[Handwritten Signature]
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Dy. Commissioner (HQ)
Muz. Dan. Municipal Corporation
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12. Details of Bid Security deposited

(a) Amount

(b) FDR No. or DD No. or
Bank Guarantee in favour of

(c) Date of issue:

(d) Source of issuing authority:

13. Any other information:

14. Declaration by the bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

(Signature of the bidder)
Name and Address (with seal)

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Dy. Commissioner (IOP)
North Delhi Municipal Corporation
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