

TENDER DOCUMENT

FOR

PROVIDING SECURITY GUARD
(WATCH AND WARD)
ON CONTRACT BASIS

NATIONAL ACADEMY OF
CUSTOMS, INDIRECT TAXES &
NARCOTICS,

SECTOR-29, FARIDABAD,
HARYANA – 121008.

Tender for Annual contract for Providing Security Guard (Watch and Ward) on Contract basis at National Academy of Customs, Indirect Taxes & Narcotics, Faridabad (NACIN)

Tender no. IX-Admn/4/101/2019

Date:

Tender for Annual contract for providing Security Guard (Watch and Ward) on Contract Basis at National Academy of Customs, Indirect Taxes & Narcotics, Faridabad (NACIN)

PART - I - Technical

Client

Joint Director (Admn)

National Academy of Customs, Indirect Taxes & Narcotics,
NACIN Complex, Sector 29, Faridabad, Haryana – 121008

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Chapter – 1

Background and Broad Scope of Work

1.1 About the Institute

National Academy of Customs, Indirect Taxes & Narcotics, Faridabad

National Academy of Customs, Indirect Taxes & Narcotics or NACIN is the apex institute of Government of India for capacity building in the field of indirect taxation. It also plays a vital role in international capacity building by imparting training to officers of various countries in the field of customs, drug laws and environment protection. NACIN is the World Customs Organisation (WCO) Regional Training Centre (RTC) for Asia Pacific. United Nations Environment Program (UNEP) has designated NACIN as a collaboration centre for capacity building in the field of environment protection. In collaboration with United Nations Office on Drugs & Crime (UNODC), NACIN is imparting training on drug law enforcement to various Asian nations. The Government of India has entrusted NACIN the responsibility of knowledge exchange, experience sharing and training with various countries of the world.

NACIN has been successfully conducting professional training of the officers of Indian Revenue Service (Customs & Central Excise). It has also been imparting in-service training to the officers of Government of India across several departments in the field of Customs, Central Excise, Service Tax, Drug Laws, Anti-Money laundering, Weapons of Mass Destruction, Fake Indian Currency Notes, Ozone Depleting Substance (ODS), Intellectual Property Right (IPR) etc. Mid Career Training Programme (MCTP) of serving officers of IRS (C&CE) is another important part of NACIN training calendar.

NACIN operates from its vast complex located at Sector 29, Faridabad, Haryana which is spread over an area of 45340 sq. m (approx) consisting of Administrative Offices, Hostels, Officers Mess, Sports Facilities, Swimming Pool Complex and Residential Quarters.

1.2 Broad Scope of Work

The prime object of Security services is to secure the entire premises and regulate the entry to authorized persons/vehicles only.

1.1 AREA:

The area of NACIN Complex is approximately 45340.00 sq. mt. (487857.00 sq. feet) and includes the followings: -

1. Hostel blocks (Gangotri/Alaknanda/Bhagirathi/Mandakini) and all other temporary hostels in the residential area;
2. Administrative building complex comprising of offices/Class rooms/Seminar halls/Computer rooms/Library/Cafeteria/Open Air Theater/Auditorium;
3. Swimming pool complex;
4. Open Sports facilities viz. Tennis court, Basketball court, Badminton court;
5. Gymnasium;

6. Officers Mess;
7. Squash Court;
8. Roads and open areas inside the campus;
9. Residential quarters inside the campus;
10. Any other area as specified by the competent authority from time to time.

1..2 SCOPE OF WORK:

The Security Guard (Watch and Ward) (Without arms) have to secure the entire NACIN complex and regulate movement of vehicles and persons at the entry/exit gates. The places where the Security Guard (Watch and Ward) are to be deployed shall be decided by NACIN. The total requirement is as below: -

Sl. No.	Description	Required No. of personnel
1.	1 st Shift – 07.00 AM to 03.00 PM	04
2.	2 nd Shift – 03.00 PM to 11.00 PM	05
3.	3 rd Shift – 11.00 PM to 07.00 AM	07

Chapter 2 Notice Inviting Tenders and Schedule of Events

1. Online tenders under two bid systems are invited from experienced & reputed Service providers of sound financial standing, meeting the qualifying requirement for the services given below:

Name of work	Tender for Annual contract for providing Security Guard(Watch and Ward) (without arms) on Contract Basis at National Academy of Customs, Indirect Taxes & Narcotics, Faridabad.
Tender no.	IX-Admn/4/101/2019
Earnest Money Deposit	Rs. 1,00,000/- (Rs One lakh only) by DD /issued by a Nationalized/Scheduled Bank only in favor of PAO CBEC payable at New Delhi. Please upload scanned copy of DD. The hard copy should be sent to NACIN through courier/speed post/hand delivery so as to reach before closing of bids.
Contract period	The initial period of contract will be for ONE year.
Issue of tender	For details and bid documents please visit website: https://eprocure.gov.in/eprocure/app
Online Submission of bid	
Opening of tender	
Contact persons (for any clarifications)	Superintendent (Admn) Email:nacenfbdadmn@gmail.com

2.00 Notes:

2.1 The price shall be filled up both in figures and in words. No overwriting or use of correction fluid shall be accepted. Any correction shall be legible and signed by the authorized signatory.

2.2 The Academy reserves the right to modify any terms and conditions before submission of the bids. Such changes will be put on the website at least three (3) days prior to the submission of bids.

Chapter – 3

3.1 Qualification Criteria Only those bidders which meet the following minimum criteria will be considered for evaluation of financial bids:

Sr.	Description	Requirement	Remarks (Documents to be uploaded)
1	Minimum years in Security Services Business	Three Years as on 31.03.2019	Attach the Copy of Proprietorship OR Partnership Deed OR Memorandum and the Articles of Association
2	Place of Business	Having office in Delhi/Delhi NCR	Proof of Office at Delhi/Delhi NCR
2	Minimum annual turnover	Rs. 18 lakh (Rs. Eighteen lakhs only) in any of the last three financial year ending 31.03.2019.	(1) Attach the copy of ITR, Profit & Loss Account (2) Audit report duly certified by chartered accountant
(a)	FY 2015-16		
(b)	FY 2016-17		
(c)	FY 2017-18		
3	Experience – Assignment completed in last THREE years as on March 31,2019 contracts/assignments in the Field of Security services	<p>a) One similar completed work costing not less than the amount equal to Rs. 40 lakhs (Rs. Forty lakhs only) OR</p> <p>b) Two similar completed works each costing not less than the amount equal to Rs. 30 lakhs (Rs. Thirty lakhs only) OR</p> <p>c) Three similar completed works each costing not less than the amount equal to Rs.20 lakhs (Rs. Twenty lakhs only)</p>	<p>(1) Attach the work order and/or satisfactory work done certificate</p> <p>(2) The Bidder must note that they should have carried out and completed similar works in their own name as principal contractor and not in any other name as per MOU signed with other parties.</p>

4	Registration Certificate	<ol style="list-style-type: none"> 1. The Private Security Agencies (Regulation) Act, 2005 2. Employee State Insurance 3. Provident Fund 4. Labour Department 5. Service Tax 6. Income Tax 	Attach the copies of respective Registration Certificates/PAN No.

3.2 Online submission of documents:

3.2.1 The bidders have to submit the tenders online at <http://eprocure.gov.in/eprocure/app> in two bid system (Technical bid & Financial bid) in the prescribed proforma. Tenders are to be submitted online only through the e-procurement Portal. Bidders must submit (upload) the documentary proof in support of meeting the qualification criteria. Simply undertaking by the bidder for any item of the criteria shall not suffice the purpose. Tender sent by any other mode shall not be accepted.

3.2.2 The technical bids shall be opened online on e-procure portal at designated date and time.

3.2.3 After opening the technical bids and verifying the EMD amount, the valid bids i.e. those accompanied with EMD amount, shall be subjected to detailed evaluation.

3.2.4 The financial bids of only those bidders who qualify at technical bid stage shall be opened online on online on e-procure portal at designated date and time by the Committee authorized by the competent authority.

3.2.4 Absence of bidder(s) or their representatives shall not impair the legality of the opening procedure.

3.3 Terms & Conditions:

1. The Bidder should have minimum three years of experience of rendering Security services in any Govt. Department / Public Sector Undertaking / any reputed educational Institute / Private Companies.
2. The Bidder should have minimum annual turnover of Rs 18 lakh (Rs Eighteen lakh only) in any of the last three financial year ending 31.03.2019.
3. The Bidder should have completed similar works of minimum value as described below during the period 01/04/2016 to 31/03/2019:
 - a) One similar completed work costing not less than the amount equal to Rs 40 lakhs (Rs Forty lakhs only) OR
 - b) Two similar completed works each costing not less than the amount equal to Rs 30 lakhs (Rs Thirty lakhs only) OR
 - c) Three similar completed works each costing not less than the amount equal to Rs 20 lakhs (Rs Twenty lakhs only)
4. The Bidder must note that they should have carried out and completed similar works in their own name as principal contractor and not in any other name as per MOU signed with other parties.
5. The Bidder shall upload the **self attested copies** of the following documents:

- a) Registration under the Private Security Agencies (Regulation) Act, 2005
 - b) PF Registration with PF code number.
 - c) ESI Registration
 - d) Valid Licence (if applicable) issued in respect of previous employers by Jurisdictional Labour Commissioner.
 - e) Details of works of similar nature carried out in Govt. Department / Public Sector Undertaking / any reputed educational Institute / Private Companies in the last 3 years ending on 31 March 2019.
 - f) Copies of balance sheet and Profit & Loss A/c of previous three financial years ending 31 March 2019 duly certified by CA.
 - g) List of Arbitration cases (if any)**
 - h) Copies of certificates/allotment letter of **GST and PAN** Number.
 - i) Details of managerial, supervisory and other staff
 - j) Undertaking of the agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment at NACIN, Faridabad.
 - k) Copy of Last income tax return.
6. The bidder shall upload details of organizations, where he has undertaken such similar services as per **Annex-I**. The scope and details of the work to be carried out by the Bidder at NACIN is given in **Annex-II**.
 7. General Terms and Conditions of the Contract to be fulfilled by the Bidder are given in **Annex-III** and **the bidder shall upload a scanned copy duly signed on each page as a token of agreeing to them.**
 8. The bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, as per law with valid registration on the last date of submission of the bid.
 9. The bidder should have an office in the NCT of Delhi/Delhi NCR.
 10. There should be no case pending with the police against the proprietor/firm/partner or the company (Agency) and should also have not been black listed / Holiday listed by any Govt/Semi Govt/PSUs. **The firm should give such an undertaking with their bid.**
 11. The bidder shall pay Bid Security (EMD) of Rs.1,00,000/- (Rupees One lakh only) in the form of Bank draft from a Nationalized / Scheduled Bank only in favour of PAO CBEC payable at New Delhi. **Bids received without Earnest Money deposit (EMD) shall stand rejected** and thus shall not be considered for evaluation at any stage. The bid security without interest shall be returned to the unsuccessful bidders after finalization of contract.
 12. The EMD deposited by successful agency will be adjusted towards the Performance Security deposit as specified in the tender document. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of letter of award of work, his bid security shall be forfeited unless time extension has been granted by NACIN.
 13. The bid shall be valid and open for acceptance of the Competent Authority of NACIN for a minimum period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and withdrawal of tender on any ground by successful bidder shall be entertained.
 14. An agreement shall be signed with the successful bidder as per specimen enclosed.

15. Counter Terms & conditions will not be accepted as also any additions/deletions or change in our format will not be allowed.
16. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections if any should be attested with signature by the bidder.
17. Tenders received late (including postal delay)/in open condition/without EMD/not meeting the tender condition/incomplete in any respect are liable to be rejected.
18. Bidders are advised to study carefully the tender documents and the conditions before quoting their bid. All the pages of the documents should be signed by the bidder as a token of acceptance.
19. The rates should be indicated both in words and figures. In case of discrepancy between the figures (numbers) and words, the rates given in the words only will be taken as authentic and no further clarification will be sought from the bidder.
20. The Earnest Money is liable for forfeiture in the event of: (a) withdrawal of offer during the validity period of the offer, (b) Non-acceptance of orders when placed, or (c) Non-confirmation of acceptance of orders within the stipulated time after placement of offer (d) Any unilateral revision made by the bidder during the validity period of the offer.
21. In case there is only one successful bidder after the Technical bid opening, the decision to award the contract to the said bidder would be taken by the DG, NACIN.
22. In case of tie in financial bids, the successful bidder shall be decided by draw of lots.

Chapter-4

APPLICATION LETTER (Specimen)

To,

The Director General,
National Academy of Customs, Indirect Taxes & Narcotics,
Sector – 29, Faridabad,
Haryana – 121 008.

Sub: Tender for supply of Security Guard (Watch and Ward) to NACIN, Faridabad.

Sir,

In response to your tender inviting notice for the above mentioned contract, I/We, a Company/Partnership/Sole Proprietor submit the tender with following particulars:

Sl. No.	Description	Particulars
	(Full Name of the Firm)	
1	Constitution & Nature of Firm (State whether sole proprietor/partnership firm/limited company)	
2	Year of Establishment	
3	Registration Number under applicable act with a copy of registration certificate	
4	Registered Postal Address	
5	Telephone No. Fax No. Mobile No.	
6	Address of Branches	
7	Name and address of Directors, in case of Company Name and address of Sole proprietor Name and address of partners; in case of partnership firm	
8	(a) Name of Bankers & Branch with full address (b) Style of Account & Number (c) Name(s) of person(s) operating the account (enclose banker's certificate)	
9	PF Code allotted by the jurisdictional PF Commissioner with photo copy of certificate	

Having acquired the requisite information related to the subject work after visit of the site and examining the form of contract, nature, quantum of work as effecting the tender invited by on behalf of the National Academy of Customs, Indirect Taxes & Narcotics, Faridabad, I/We, the undersigned hereby offer for providing qualified staff as indicated in the Tender Document to provide manpower strictly in accordance with the terms and conditions as indicated by you in the said documents. I/We confirm that adequate manpower of requisite qualification and experience is available with me/us for deployment at NACIN.

We also agree to submit the bill on monthly basis and accept the payment to the workers as per the Minimum wages declared by the Central Government from time to time. I/We also agree for the compliance of applicable Labour and other Laws in force

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and other Govt. orders. All workers engaged by me/us would be suitably compensated by me/us complying with Minimum Wages Act. All other payment like payments under Workmen Compensation Act etc. shall be borne and payable by me/us. I/We will always keep NACIN indemnified of any claim/damages that NACIN have to pay with respect to the service and the deputation of any workers to NACIN.

I/We fully understand that NACIN reserves the right to reject any or all the quotations or to reject the lowest quotations without assigning any reasons and that NACIN further reserves the right to terminate the contract during its tenure at any time without assigning any reasons.

I/We further pay and have enclosed Earnest Money amounting to Rs. 1, 00,000/- (Rs. One lakh only) in the form of Demand Draft/Pay Order from a Nationalized / Scheduled Bank only drawn in favour of PAO CBEC payable at New Delhi, along with the Technical Bid which will remain with NACIN up to final award of contract. However, no interest shall be payable on Earnest money. Earnest money of successful bidder shall be adjusted against the security deposit. .

Thanking you,

Yours faithfully,

(Name) Signature Signed as proprietor/partner/Director that holds power of Attorney on behalf of firm

Name of Firm

Address

Copy of the Power of Attorney to be submitted which will be compared with the original in case the tender is awarded)

CHECK-LIST

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

Sl.No.	Description of requirement	Yes/No	Page No.
1	The firm is registered with the jurisdictional Labour Commissioner under provisions of contract labour Act and its validity date	Yes/No	
2	Copies of Balance Sheet and P&L A/c for the last 3 years duly certified by CA	Yes/No	
3	PSARA Registration certificate	Yes/No	
4	Registration certificate of jurisdictional Provident Fund Commissioner along with PF registration code uploaded.	Yes/No	
5	Copy of Registration certificate/allotment letter of GST	Yes/No	
6	Copy of Registration certificate/allotment letter PAN from Income Tax Department	Yes/No	
7	Registration certificate of ESI uploaded	Yes/No	
8	Proforma containing details of other organization where such contracts were/are undertaken (attach supportive documents)	Yes/No	
9	DD of Rs.1,00,000/- as EMD	Yes/No	
10	Financial/Price bid	Yes/No	
11	List of Arbitration cases (if applicable). Do not leave it blank. If there are no such cases, write "Not Applicable".	Yes/No/NA	
12	Acceptance of terms and conditions attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document.	Yes/No	
13	Copy of last Income Tax return	Yes/No	
14	Undertaking by the bidder to the effect that there is no police case pending against the bidder/proprietor/firm/parties relating to previous service Contracts and that the bidder has not been black listed / Holiday listed by any Gov./Semi Govt./PSUs.	Yes/No	
15	Office address.	Yes/No	
16	At least two currently valid contracts for similar work	Yes/No	

Declaration by the Tenderer/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 to abide by them.

- Encls: 1. DD/Pay Order No.....
 2. Terms & conditions (each page must be signed and sealed)
 3. Financial Bid.

(Signature of Tenderer/Bidder with seal)

Name:

Seal:

Office Address:

Phone No (O):

Date:

NOTE: Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the information above may render the bid to be rejected

ANNEX-I

Details of other organizations where similar contracts undertaken during last three years (enclose supporting documents).

Sl.No.	Name & Address of the organization, contact No	No. of personnel supplied	Period of contract	Whether Govt/semi Govt/Autonomous bodies/PSUs/Industries Etc. <u>(pl specify)</u>	Amount of contract	Reasons for termination (if currently not valid)
1.						
2.						
3						

Annex-II

Area and Scope of Security work to be provided in NACIN: -

The prime object of Security services (without arms) is to secure the entire premises and regulate the entry to authorized persons only.

1.3 AREA:

The area of NACIN Complex is approximately 45340.00 sq. mt. (487857.00 sq. feet) and includes the followings: -

11. Hostel blocks (Gangotri/Alaknanda/Bhagirathi/Mandakini) and all other temporary hostels in the residential area;
12. Administrative building complex comprising of offices/Class rooms/Seminar halls/Computer rooms/Library/Cafeteria/Open Air Theater/Auditorium;
13. Swimming pool complex;
14. Open Sports facilities viz. Tennis court, Basketball court, Badminton court;
15. Gymnasium;
16. Officers Mess;
17. Squash Court;
18. Roads and open areas inside the campus;
19. Residential quarters inside the campus;
20. Any other area as specified by the competent authority from time to time.

1.4 SCOPE OF WORK:

The Security Guard (Watch and Ward) have to secure the entire NACIN complex and regulate movement of vehicles and persons at the entry/exit gates. The places where the Security Guard (Watch and Ward) are to be deployed shall be decided by NACIN. The total requirement is as below: -

Sl. No	Description	Required No. of personnel
1.	1 st Shift – 07.00 AM to 03.00 PM	04
2.	2 nd Shift – 03.00 PM to 11.00 PM	05
3.	3 rd Shift – 11.00 PM to 07.00 AM	07

**TERMS AND CONDITIONS OF CONTRACT
FOR PROVIDING SECURITY GUARD (WATCH AND WARD) AT NACIN, FARIDABAD.
(Annexure to Agreement)**

A. SCOPE OF WORK: PROVIDING SECURITY GUARD (WATCH AND WARD) ON CONTRACT BASIS at The National Academy of Customs, Indirect Taxes & Narcotics, Sector-29, Faridabad.

B. TERMS & CONDITIONS:

1. The Director General, NACIN, reserves the right to postpone and/or extend the date of receipt / opening of bids or to withdraw the same without assigning any reason thereof.
2. The Financial bids of those bidders only would be opened who are found to be eligible based on the Technical bids opened on the stipulated dates by the Tender Committee in the presence of the bidders.
3. The said contract will be initially for a period of one year commencing from the date of signing the contract which may be extended further for a maximum period of one year with same terms & conditions subject to mutual consent of both the parties and subject to satisfactory performance of contract. However, in normal circumstances the Agreement is terminable by giving two month notice in writing by either party to the agreement.
4. **NACIN reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices including but not limited to nonpayment of minimum wages & other statutory dues; without bearing any liability or any loss whatsoever it may cause to the bidder in the process. In case the quoted rates are found to be less than the sum total of minimum wages and other statutory dues payable, such bids shall be summarily rejected without assigning any reasons whatsoever.**
5. Preference may be given to the contractor(s) having valid Quality System Certificate as per ISO 9001:2000, in case of same rates.
6. Selection of the bidder would be made after taking all the relevant factors like past performance, credentials, responsible business practices, competency to execute such contracts, credentials of fulfillment of provisions of labour laws with past contracts and above conditions into account together. A mere lowest rate is not the sole criteria of selection. NACIN is not bound to accept the lowest rates.
7. **Wages payable shall not be less than the minimum wages payment as declared by the Central Government from time to time.**
8. **Without affecting the sanctity of the above criterion NACIN has power to relax any condition of eligibility criteria qualifying the bid(s) based on merit of each case and the situation so warrants in the interest of work of NACIN.**
9. **The payments to workers by the contractor shall be made by electronic means/ cheque only,**

The Contractor shall render the following services to NACIN:

- (i) To **PROVIDE SECURITY GUARD (WATCH AND WARD) (without arms) ON CONTRACT BASIS** in NACIN, Faridabad. The supplied manpower should be competent enough to execute the work assigned to them. The number of guards to be deployed for carrying out the assigned task shall be 16 (Sixteen).

- (ii) The Security Guard (Watch and Ward) should be at least SSLC and should be able to communicate clearly and write and read in Hindi language. They should also have working knowledge of English to be able to carry on day to day work but should be mandatorily proficient in writing and reading in English. The Security Guard (Watch and Ward) deployed at the main gates of NACIN shall maintain proper In and Out registers at the gate and ensure that every person / vehicle entering or leaving the premises is properly documented and identity verified. No unauthorized person or vehicle should be allowed to enter the premises without prior permission of the administration. The contract workers shall attend to all work assigned to them by the sectional incharge / competent authority concerned.
- (iii) The contract workers deployed shall be healthy, active and not less than 18 yrs or more than 45 years of age. Nobody shall have any communicable diseases.
- (iv) The contractor shall provide the Security Guard (Watch and Ward) with proper uniform, badges, whistle, torch and cane etc. The contract workers deployed shall be in proper uniform and shall always carry Identity Card issued by the agency. The agency shall provide fully trained and disciplined personnel who should be well behaved and well mannered.
- (vi) The contractor shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations including weekly off and working hours. The Contractor shall pay the wages to the contract workers on or before the 7th day of every succeeding month, irrespective of delay in payment of Bill by the NACIN for whatever reason. **Wages payable shall not be less than the minimum wages payment as declared by the Central Government from time to time.**
- (vii) The Contractor shall submit workers' EPF number and proof of submission of EPF, ESI etc as applicable every month for the previous month along with the monthly bill with respect to all employees deployed by him at NACIN. The contractor shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactments/amendments/modifications:
 - The Payment of Wages Act 1936
 - The Employees Provident Fund Act, 1952
 - The Factory Act, 1948
 - The Contract Labour (Regulation) Act, 1970
 - The Payment of Bonus Act, 1965
 - The Payment of Gratuity Act, 1972
 - The Employees State Insurance Act, 1948
 - The Employment of Children Act, 1938
 - The Motor Vehicle Act, 1988
 - The Minimum Wages Act, 1948
- (viii) If the Contractor wishes to replace any of the personnel, the same shall be done after prior consultation with the NACIN. The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to the NACIN along with testimonials before they are actually deployed for the job.
- (ix) In case of any loss that might be caused to the NACIN due to lapse on the part of the

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personnel deployed by the contractor discharging their responsibilities, the such loss shall be compensated by the contractor and in this connection, the NACIN shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the NACIN besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor, the NACIN shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

- (x) If case of a death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Contractor.
- (xi) That Contractor's authorized representative(Owner/Director/Partner/Manager) shall personally contact Head of the NACIN or the office in charge of Administration at NACIN at least once a month to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient
- (xii) In the event of contract personnel being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the contractor shall make provision for `leave reserve; Failure on this account shall attract penalty of Rs.500/- per day per person who is found missing / absent from duty payable by the Contractor for such absence.
- (xiii) The successful bidder would have to deposit an amount of 10% (Ten percent) of Annual contract value towards performance security deposit through pay order/demand draft /FDR/or bank guarantee from a Nationalized / Scheduled bank only in favour of PAO CBEC which would remain with NACIN during the contract period and no interest shall be payable on the performance Security Deposit amount. In case of FDR, it should be valid for minimum period of 24 months.
- (xiv) The contractor shall arrange to maintain the daily shift-wise attendance record of the contract personnel deployed by him. This attendance record is to be submitted every week to NACIN with an attested photo- copy of the attendance record of the personnel to which it pertains. The attendance record shall be produced for verification on demand by the NACIN at any other point of time.
- (xv) If at any point of time it come to the notice of the NACIN that the contract personnel deployed are different from the list provided (with attested photographs), NACIN will be well within its right to impose penalty not exceeding five times the wages payable to contractor for each such personnel identified .
- (xvi) The contractor shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to the NACIN. In the event, NACIN makes any payment or incurs any liability, the contractor shall indemnify the NACIN completely;
- (xvii) In case of any dispute arising out of this agreement then DG, NACIN shall nominate any officer of the NACIN a sole arbitrator to adjudicate upon the issue involved in the dispute and the provisions of the Arbitration Act shall be applicable. In case of any dispute with regard to providing services and interpretation of any clause of the Agreement, Faridabad Court will have the jurisdiction to settle and decide all the disputes.
- (xviii) Income Tax TDS as per rules shall be deducted from the bills of the contractor as per applicable laws.

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- (xix) Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
- (xx) In case the NACIN suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, the NACIN reserves the right to terminate the contract without assigning any reasons.
- (xxi) Personnel engaged on day-to-day works should not be utilized for carrying out the occasional work for which contractor has to engage extra personnel.
- (xxii) The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-compliance of any provision/rule.
- (xxiii) The contractor shall, at all times, maintain all the statutory records and documents, in proper format, as prescribed under the various Acts / Rules / Laws applicable to contract labours/personnel and shall ensure filing of all prescribed returns in proper format to the concerned authorities well within the time limit specified under the respective Acts / Rules / Laws.
- (xxiv) The contractor shall, on demand by NACIN, produce all such records / documents / returns for inspection as NACIN deems fit for ensuring proper compliance towards the provisions of applicable Acts / Rules / Laws is being done by the contractor.
- (xxv) The contractor should obtain a Licence from the Jurisdictional Labour Commissioner to engage the Contract labour/personnel as per Contract Labour Act within a period of one month from the date of award of contract by the NACIN.
- (xxvi) The contractor shall ensure that the payment of wages to his workmen deployed for carrying out his contractual obligations shall not be less than the minimum wages prescribed by **Central Government** from time to time, as applicable during the contract period.
- (xxvii) The contractor should ensure payment of wages to his workmen on or before 7th of every succeeding month.
- (xxviii) The wages shall be paid to workmen without any deduction except those under the payment of Wages Act and Minimum wages Act.
- (xxix) The Contractor should ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules.
- (xxx) The NACIN reserves its rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF dues/wages and other statutory liabilities.
- (xxxi) The contractor must get police verification of all his personnel employed at NACIN and submit the report to this office along with voter IDs, and other valid proof of residence and qualifications. The Contractor also has to submit the attested photocopies of his voter ID, PAN, residential address, educational qualifications etc.
- (xxxii) If any of the personnel of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. Such personnel who indulge in such type of activities should not be further deployed in this office by the contractor in any case. All such losses shall be

make good by the contractor.

- (xxxiii) Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the NACIN will be considered applicable at the time of any dispute/following any statutory rules.
- (xxxiv) The contractor shall appoint at least one Supervisor on his behalf to coordinate with NACIN and supervise the work done by the personnel deployed to the satisfaction of NACIN. The details of the Supervisor shall be provided separately to NACIN before commencement of the work and any change shall also be duly intimated.
- (xxxv) The contractor shall ensure that there is no scope for any grievance from the personnel deployed by him on account of delayed payment of wages.

C. Terms of Payment:

No advance payment will be made. Payment will be made on monthly basis after satisfactory completion of work.

- i) The contractor shall submit the pre-receipted bill (three copies) for every month by the first day of next month duly certified by the Caretaker. No interim bills will be entertained. All attempts would be made to pay the bills through ECS only within 20 days from the date of submission of bill provided there is no dispute in respect of rates, quantity and quality of work and on the basis of endorsement made by the respective Caretaker. The payment is subject to TDS applicable as per Income Tax Act, 1961.
- ii) In case of any complaint of non-fulfillment of any obligation under the contract, the Director General NACIN Faridabad reserves the right to deduct the payments due from the contractor from monthly bill (s),
- iii) Proof of challan / receipt for the payment made towards wages to each employee should be furnished to this office along with the monthly charges bill to be submitted for reimbursement.
- iv) The contractor shall strictly comply with the provisions of the Employee Provident Fund Act, 1952 and the provisions of Employees' State Insurance Act, 1952. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the challan / receipt for the payment of Provident Fund and ESI made on account of the workers for the preceding month together with their ESIC Ins. No. / EPF subscriber No.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between NACIN and the Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.

Tender for Annual contract for Providing Security Guard (Watch and Ward) on Contract basis at National Academy of Customs, Indirect Taxes & Narcotics, Faridabad (NACIN)

(To be made on Rs.500.00 Non Judicial Stamp Paper)

DRAFT AGREEMENT

This Agreement is made on _____ day of _____ Two thousand seventeen between National Academy of Customs, Indirect Taxes & Narcotics, Faridabad, as one part, hereinafter called NACIN and M/s _____ Agency for **providing Security Guard (Watch and Ward)(without arms) on contract basis** on the other part.

Whereas NACIN is desirous to engage the Agency for providing **Security Guard (Watch and Ward)** (as explained in Annexure II of the Tender Document, a signed copy of which is attached herewith) for the National Academy of Customs, Indirect Taxes & Narcotics, Faridabad, on the terms and conditions stated below:

1. The agency shall be solely responsible for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc relating to contract personnel deployed in NACIN. The NACIN shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at NACIN. The NACIN shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving two month's notice on either side.
5. In case of non-compliance with the contract, the NACIN reserves its right to:
 - a) Cancel/revoke the contract, and /or
 - b) Impose penalty upto 10% of the total annual value of contract.
6. Performance Security deposit equal to 10% of the Annual Contract Value (refundable without interest after two months of termination of contract) in the form of pay order/demand draft /FDR/or bank guarantee from a Nationalized / Scheduled bank only shall be furnished at the time of signing of the Agreement. In case of FDR, it should be valid for a minimum period of 24 months.
7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in NACIN.
8. The personnel provided by the Agency will not claim to become the employees of NACIN and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in NACIN.
9. There would be no increase in rates payable to the Agency during the contract period except reimbursement of the statutory wages revised by the Govt.
10. The agency also agrees to comply with **annexed Terms and Conditions** and amendments thereto from time to time.
11. Decision of NACIN in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.
12. In case of any dispute between the Agency and NACIN, NACIN shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Distt. Faridabad.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in Faridabad in the presence of the witness:

Tender for Annual contract for Providing Security Guard (Watch and Ward) on Contract basis at National Academy of Customs, Indirect Taxes & Narcotics, Faridabad (NACIN)

National Academy of Customs, Indirect Taxes & Narcotics, Faridabad

Witness: 1.
2.

AGENCY

Witness: 1.
2.

Chapter-5

FINANCIAL BID

Sub: ANNUAL CONTRACT FOR PROVIDING SECURITY GUARD (WATCH AND WARD) ON CONTRACT BASIS AT NACIN, FARIDABAD

CONTENTS

1. This document shall contain only Financial Bid of Tender Document, i.e. the copy of schedule of rates duly filled in by the bidder. Any commercial or technical condition or qualification of any sort shall not be indicated by the bidder in this document, otherwise the tender shall be summarily rejected.
2. The format for providing Schedule of Rates to be filled by the bidder is as below.

SCHEDULE OF RATES (FINANCIAL BID)

(To be uploaded as a separate document titled 'Financial Bid')

Name of the work: Contract for PROVIDING SECURITY SERVICES ON CONTRACT BASIS AT NACIN, FARIDABAD

Sl. No	Description	No. of persons	Rate/Wages per day per person (in Rs)	PF	ESI	Bonus	Relieving charges (in Rs)	Contractor's profit/(service charges)	Total Wages per person per month (in Rs)
01	Security Guard(Watch and Ward) (without arms)	16	As per Ministry of Labour, Govt. of India Notification No. S.O.191 (E) File No. 1/8(6)/2019-LS-II dated 27.03.2019 applicable as on last date of submission of bids	Mandatory (As per law)					

NOTE:

1. The rates quoted shall be exclusive of GST which shall be payable at applicable rates.
2. A duly signed and stamped copy of the financial bid is required to be uploaded.
