

TENDER DOCUMENT

Service Contract for providing Security Guards

At

Central Pollution Control Board



**Central Pollution Control Board
Parivesh Bhawan, East Arjun Nagar
Delhi - 110 032**

NOTICE INVITING TENDER

The Central Pollution Control Board (CPCB) invites sealed tenders in two bid systems from the reputed and experienced firm for "Providing security guards in Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032 and Pragati Maidan Air Quality Monitoring station".

1. The tenders, document will be available for sale from 10.00 a.m. to 5.00 p.m from 14.10.2014 to 10.11.2014 in the office of I/c, Building. The tender document can also be downloaded from CPCB website www.cpcb.nic.in. In case the tender document is downloaded from the website the bidder shall have to submit the document fee of Rs.500/- as D.D. in favour of Central Pollution Control Board, Delhi at the time of submitting of the tender, failing which the tender will not be accepted.
2. The tender shall be submitted in three separate sealed covers, duly completed in all respects viz. one for "earnest money", the second for "technical bid" and the third for "price bid". The name of the work and the words "earnest money", "technical bid only" and "price bid only", as the case may be shall be clearly written on the top of the respective sealed covers. All the three bids, along with the letter for submitting tender shall be put in a sealed cover and the name of the work ' "Providing security guards in Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032 and Pragati Maidan Air Quality Monitoring station" shall be clearly written on top of the sealed cover.
3. The tenders, which should always be placed in sealed cover with "Providing security guards in Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032 and Pragati Maidan Air Quality Monitoring station" written on the envelopes, will be submitted upto 3.00 p.m. on 11.11.2014 in the tender box lying at Ground floor near reception in Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110 032 and the technical bid will be opened on the same day at 3.30 p.m. at the same address.
4. The Central Pollution Control Board reserves the right to cancel the tender.
5. Earnest money, amounting to Rs. 50,000/- (Rupees Fifty Thousand only) as Demand Draft in favour of the Central Pollution Control Board, Delhi must be accompanied in each tender application.
6. The contractor, whose tender is accepted will be required to furnish security deposit of Rs.1,00,000/- (Rs. One Lakh only) for the fulfilment of his contract.
7. The acceptance of a tender rests with the CPCB, which does not bind itself to accept the lowest tender and reserves itself the authority to reject any or all of the tenders received without assigning any reason. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
8. Canvassing in any form in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to be canvassing will be liable to rejection.
9. All rates should be quoted on the proper format in the tender.
10. On acceptance of the tender, the name of the accredited representative (s) of the contractor who would be responsible for taking instructions from CPCB shall be communicated to the CPCB.
11. The tender for works shall remain open for acceptance for a period of 03 months from the date of opening of tenders.
12. It will be obligatory on the part of the tenderer to tender and sign the tender documents on each page.
13. Where tenderer voluntarily offers a rebate for payment with in a stipulated period, this may be considered.
14. Unsealed tenders shall be summarily rejected.
15. The tenders should acquaint themselves with the work and working conditions of the site and locality and no claim will be entertained on this issue.

TECHNICAL BID

Member Secretary, Central Pollution Control Board (CPCB), invites tenders from registered and authorized contractors/agencies having experience and expertise in providing security services to Central Govt., State Govt., PSU and large Pvt. Companies for providing Security Guards for a period of one year extendable for a further period of one or more year on mutual consent on same terms & conditions.

1. Place of providing security guards:

Central Pollution Control Board, Parivesh Bhawan and Pragati Maidan Air Quality Monitoring Station,

2. Brief description of works:

The contractor shall provide Security services by providing Security Guards at different places in the offices according to the requirement to be intimated to the contractor in writing or otherwise by various authorized officer(s) of the CPCB from time to time. The contractor shall ensure safety of properties, personnel and vehicles of the CPCB by deploying Security guards round the clock in three shifts of eight hours.

The tenderers must get themselves fully acquainted with the location of office before submission of tender.

3. Volume of work:

1. Security of Parivesh Bhawan and Pragati Maidan Air Quality Monitoring Station by deputing Security Guards.
2. The instruction to be followed for submitting the tender are set out below:-

(a) Information about Tenderer:- The Tenderer must furnish full, precise and accurate details in respect of information asked for in Appendix-1.

(b) Signing of Tenders:-

Person or persons signing the tender shall state in what capacity he is or they are signing the tender e.g. as sole proprietor to a firm or a Secretary/Manager/Managing Director, etc. of a limited company.

4. EARNEST MONEY:

Each tender must be accompanied by an earnest money of Rs 50,000/- (Rs. Fifty Thousand) in the form of Demand draft of Scheduled Bank in favour of Central Pollution Control Board payable at Delhi. Bid not accompanied by earnest money shall be summarily rejected.

The earnest money shall be liable to forfeiture if the Tenderer after submitting his tender modifies his offer and or the terms & conditions thereof in any manner, even if CPCB has not suffered any loss during the validity period of this tender enquiry, it being understood that the tender documents have been made available to him and he is being permitted to tender in consideration of his agreement to this stipulation. The earnest money also liable to be forfeited in the event of tenderers fails to furnish the requisite security deposit or start the work by the due date without prejudice to any other rights and remedies of the CPCB under contract and law. The earnest money will be returned to all unsuccessful tenderers without interest as soon as practicable, after decision on tenders and their successful tenderer furnished a security deposit. No interest shall be payable on the amount of earnest money in any case.

5. SECURITY DEPOSIT:

(a) The successful tenderer shall furnish within a week of the acceptance of his tender a security deposit of Rs. 1,00,000/- (Rs. One Lakh only).

- (b) i) The Security shall be deposited in favour of the Central Pollution Control Board any of the forms mentioned in Appendix –II
- ii) The Security deposit furnished by the tenderer would be subject to the terms & conditions given in the Annexure of this tender and the CPCB will not be liable for payment of any interest on the security deposit or any depreciation thereof.
- iii) If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.

6. DOCUMENTS REQUIRED TO BE ATTACHED WITH THE TECHNICAL BID:

A) Self attested copies of the following documents is to be annexed:-

Document –I	Valid license for running of Security service agency and requisite registration certificate under various statutory provisions of labour R&A Act. Employees Provident Fund and Miscellaneous Provision Act, ESIC etc.
Document-II	The Bidder should have successfully executed 02 similar type of contract i.e. supplied atleast 17 security personals of a minimum 2 (Two) years duration with any Government departments/undertakings/private sector in preceding five years and atleast one similar nature of work in hand. The firm should have been continuously operating/executing contracts with reputed firms without break for the last five years to provide security services. Documentary proof has to be enclosed.
Document-III	Latest police verification certificate in respect of Security personnel of the contractor.
Document- IV	Attested copies of power of Attorney, if relied upon.
Document –V	Income Tax Pan No. of Firm.
Document –VI	Attested copies of partnership deed/copy of Memorandum and articles of association, as the case may be.
Document –VII	Property details of the partners/Firms/establishment.
Document-VIII	Name and address of all the partners/ Directors/ proprietors as the case may be.
Document- IX	ESIC/EPF registration Nos.
Document -X	Name of Bankers, Copies of the IT Returns for the last three years.
Document –XI	Earnest money deposit.
Document -XII	All other Document mentioned in NIT, Tender document and its annexure, schedules.
Document -XIII	Service Tax registration No.
Document – XIV	The firm should have the registration with for PASARA (Private Security Regulation Act) (Copy to be enclosed)
Document – XV	The annual turnover of the firm should not be less than 1.00 crore per annum. Documentary evidence to be enclosed.
Document – XVI	The firm should have ISO certified. Copy of certificate to be enclosed.
Document – XVII	The firm should have affiliation of training provider from Security Sector Skill Development Council (SSSDC). Copy of the same to be enclosed.
Document –XVII	The firm should not have been black listed from any Govt. departments. An undertaking in this regard is to be enclosed.

- (B) The Tenderer should signed and stamped on each page of tender document for acceptance of all terms and conditions and the same should be enclosed in the technical bid.

7. Delivery of tenders:

- (a) Tenders which do not comply with this instruction shall be summarily rejected.
- (b) The bid shall be accompanied by earnest money of Rs. 50,000/- (Rs. Fifty Thousand only) by way of demand draft of scheduled Bank in favour of CPCB, Delhi

- (c) All credentials, documents and copies of certificate/information called for would be submitted as per tender paper with the bid.
- (d) Necessary clarification if any required by the CPCB shall be furnished by the tenderer within the time given by the CPCB for the same. The CPCB is at liberty to verify any or all documents submitted by the tenderer, even by referring to third parties.
- (e) It should be clearly understood by the tenderer that no further opportunity shall be given to them to modify or withdraw any stipulation at any stages of the contract.
- (f) The tender form shall be filled in by the tenderer clearly, neatly and accurately. Any alteration, erasers or over-writing will render the tender invalid. Alteration neatly carried out and attested over the full signature of tenderer, however, is permitted.

8. OPENING OF TENDER

The tender will be opened in Training Hall, Ground Floor, CPCB, at the time and on the date indicated above. The tenderers will be at liberty to be present either in person or through an authorized representative at the time of opening of the tenders.

The financial bid of only those tenderers will be opened whose technical bid are found to be acceptable.

In the event of more than one bidder becomes L1, the Competent Authority in CPCB reserves the right to select one of the L1 bidders based upon various norms like quality of work experience, number of years in operation and other credentials like work completion certificate of any Central Government / State Government Undertaking /Organisation.

9. CORRUPT PRACTICES:

Any bribe, commission advantage offered or promised by or on behalf of the tenderer to any officer or servant of the CPCB shall (in addition to any criminal liability which the tenderer may incur) debar his tender from being considered, Canvassing on the part or on behalf of the tenderer will also make his tender liable to rejection.

10. INTERVIEW AND ACCEPTANCE OF TENDER

The tenderer should be prepared to proceed to CPCB and without any obligation, if called upon to do so, for an interview by the I/c Building or an officer authorized to act on his behalf from CPCB as the case may be at their own expenses. The Chairman CPCB reserves the right to reject any or all the tenders without assigning any reason and does not bind himself to accept the lowest or any tender. The successful tenderer will be advised about the acceptance of his tender by a letter/fax or formal acceptance of tender.

Yours faithfully,

(PARITOSH KUMAR)
I/c (Bldg.)

Signature of Tenderer

TERMS & CONDITIONS COVERING CONTRACT FOR SECURITY SERVICES

I. DEFINATION:

- (a) The terms 'Contract' shall mean and include the invitation to tender incorporating also the instruction to tenderer, the tender, its annexure, appendixes, schedules, acceptance of tender and such general and special conditions as may be added to it.
- (b) The terms "CPCB" wherever occurs shall mean Central Pollution Control Board and will include its Chairman and Member Secretary and its successor or successors and assignees.
- (c) The terms MS shall means Member Secretary and its successor or successor's assignees.
- (d) The term "Contractor" shall mean and include the person or person, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assignees, as the case may be.
- (e) The term 'Contract Rates' shall mean the rate of payment accepted by the MS, CPCB for and on behalf of CPCB.
- (f) The term 'Worker' shall mean Security Guard.

II PARTIES TO THE CONTRACT

- a) The parties to the contract are contractors and CPCB, represented by the MS and/or any other person authorized to act on behalf of the CPCB.
- b) The person signing the tender or any other document (s) forming part of the tender on behalf of any other person or a firm shall be deemed to warrant that he has authority to bind such other person or the firm, as the case may be in such matter pertaining to the contract, if, on enquiry, it is found that the person concerned has no such authority Chairman, CPCB may without prejudice to other civil, criminal remedies, terminate the contract and hold the signatory liable for all cost and damages.

III CONSTITUTION OF CONTRACTORS

- a) "The tenders shall be entertained from the parties having all statutory registration with the appropriate authorities" Contractor shall at the time of submission of tender declare whether they are sole proprietary concern or registered Partnership Firm of Private Limited Company or a Public Limited Company incorporated in India or Hindu Undivided Firm. The Composition of the partnership, names of Directors or companies and name of the Karta of Hindu Undivided Family shall be indicated. The contractors shall also nominate person in whose hands the active Management and control of the work relating to the contract during the tenure of the contract would lie. The person so nominated shall be deemed to have power of attorney from the contractor(s) in respect of the contractor and whose acts shall be binding on the contractor(s).
- b) The contractors shall not during the currency of the contract, make, without the prior approval of the CPCB any change in the constitution of the firm. The contractors shall notify, to the CPCB the death/resignation of any of the partner(s)/director(s) immediately on the occurrence of such an event. On receipt of such notice the CPCB shall have the right to terminate the contract at its discretion.

IV SUBLETTING

The contractor(s) shall not sublet transfer or assign the contract or any part thereof without the prior written approval of the CPCB. In the event of the contractors contravening this condition the CPCB is entitled to terminate the contract and to get the balance items under the contract extended at the risk and cost of the contractor and the contractor(s) shall be liable for any loss or damage which the CPCB may sustain in consequence or arising out of such replacing of the contract.

V RELATIONSHIP WITH THIRD PARTY

All transaction between the contractor(s) and the third party shall be carried out as between two principals without reference in any event to the CPCB. The Contractors(s) shall also undertake to make third party fully aware of the position aforesaid.

VI LIABILITY FOR PERSONNEL

All persons employed by the contractor(s) shall be engaged by them/him as his/their own employees in all respects and the responsibilities/obligations under contract Labour (R&R) Act 1970, the Indian Factory Act the Workmen compensation Act 'Employees Provident Fund Act' and under minimum wages Act and various other statutory enactments shall be that of the contractor.

The contractor shall indemnify the CPCB against all the claims whatsoever in respect of the said personnel and workmen compensation act, EPF Act, ESI Act, or any other statutory/Provisions or otherwise in respect of any damage, penalty, compensation, interest, fines payable in consequence of any accident or injury sustained by any worker of the Contractor. The contractor shall Co-ordinate with ESI authorities to get the family treatment card for security guards.

- (a) The contractors shall during the period of contract pay not less than minimum wages to the Security guard engaged by them on either time rate basis or piece rate basis on the work, throughout the term of the contract. Minimum wages both for the time rate and for the piece rate, work shall mean the rates notified by appropriate authority and prevailing at the time of inviting tenders for the work as amended from time to time. The contractor shall also maintain such records and submit periodical return, regularly as may be prescribed under the act to the authority prescribed under the Provident Fund Act, 1952 and the scheme and the rules there under.

The contractor shall also make available such returns/records for inspection by the CPCB authorized person. The contractor shall maintain necessary record and registers like wages book and wage slip, etc. register of unpaid wages and register of fines and deductions given the particulars as indicated in Appendix -III

The I/c Bldg., CPCB reserve the right to withhold 20% of the amount from the monthly bills of the contractor for any financial liability under the contract. The amount so deducted will only be refunded/adjusted when contractor produces proof for fulfilling statutory obligations stipulated in different labour Act/rules/instructions/circulars etc. applicable to the Contract.

c) WEEKLY OFF

The Contractor shall be liable to allow paid weekly off etc. to the personnel employed by him as mandated under the appropriate State/Central laws governing their employment under him.

- i) The relieving charges will be payable for the Security Guard which are engaged for all the days in a month because the minimum wages is payable for 26 working days where four/five holidays are allowed.
- ii) Security Guards used in the office for the purpose other than security are already availing weekly off of four or more days thus; in those cases no relieving charges will be applicable.
- iii) The Agency will be directed to ensure that no Security Guard is required to discharge duty for more than 8 hours.

d) WASHING FACILITY:

The contractor is liable to provide washing facilities as provided in the contract Labour (Regulation and Abolition) Act and the rules framed there under or any other applicable law.

e) FIRST AID FACILITY:

The Contractor is liable to provide first Aid Facility as provided in the Contract Labour(Regulation and Abolition) Act and the Rules framed there under or any other applicable law.

VII PERIOD OF CONTRACT:

The contract shall remain in force for all purpose for a period of one year extendable on mutual consent for further period of one or more year **on the same terms and condition except escalation in minimum wages as revised by Labour Department from time to time** or such later date as may be decided by the Chairman, CPCB. But the Chairman, CPCB reserves right to terminate the contract at any time during its currency without assigning any reason there of by giving thirty days notice in writing to the contractor(s) at their last known place of residence/business and the contractors shall not be entitled to any compensation by reason of such termination. The action of Chairman, CPCB under this clause shall be final conclusive and binding on the contractors and shall not be called in question. The contractor shall ensure that no security guard should allow to work more than statutory working hours i.e 08 hours per day.

VII SUMMARY TERMINATION

- (a) In the event of the contractors having been adjudged insolvent or goes into liquidation or winding up their business of making arrangements with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, CCB shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the unexpired period of the contract at risk and cost of the contractors and to claim from the contractors any resultant loss sustained or cost incurred.
- (b) Chairman, CPCB shall also have without prejudice to other rights and remedies, the right in the event of breach by the contractors of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the un-expired period of the contract at the risk and cost of the contractors and/or forfeit the security deposit or any part thereof for the sum or sums due for any damages, loses, charges, expenses or costs that may be suffered or incurred by the CPCB due to the contractor's negligence or unworkmen like performance of any of the service of the services under the contract.
- (c) The contractor shall be responsible to supply adequate and sufficient security personnel/guards under the contract in accordance with the instructions issued by the I/c Bldg. or an officer acting on his behalf. If the contractor fails to supply the requisite number of security personnel's, the I/c Bldg. shall at his entire discretion, without terminating the contract be at liberty to engage other security personnel's at the risk and cost of the contractor(s), who shall be liable to make good to the CPCB all additional charges, expenses, cost of losses that the CPCB may incur or suffer thereby. The contractor shall not however, be entitled to any gain, resulting from entrustment of the work to another party. The decision of the Chairman, CPCB shall be final and binding on the contractor(s).
- (d) Failure to carry out the work in conformity with the contract agreement or to comply with any of the terms of the contract.**
- (e) Failure to carry out the work in accordance with time schedule and /or fails to safeguard CPCB interest.**
- (f) Due to incidences of indiscipline and improper supervision on the part of the contractor.**
- (g) If the registration under PSARA or registration any other appropriate authority is cancelled or withdraw.**
- (h) If the successful bidder abandons the work.**
- (i) Distress execution of any other legal process being levied on or upon the contractor's 'goods', 'persons' and assets.**
- (j) If the successful bidder or any person employed by the successful bidder, offers or accepts for any purpose connected with the contract, any gift, royalty, commission, gratification or other inducement (whether in cash or kind) to/from any employee of the CPCB.**

- (k) If, during the continuance of the contract, the contractor becomes bankrupt, makes arrangement with his creditors or permit any execution to be levied or goes into liquidation whether compulsory or voluntary including voluntary liquidation for the purpose of amalgamation or reconstruction.**
- (l) If CPCB decides not to execute the work for any reason whatsoever, then in such case CPCB shall have the right/power to terminate the contract. No compensation shall be payable to the successful bidder in the event of such termination.**
- (m) In the event of termination of the contract, the successful bidder shall have to vacate the site/premises peacefully and remove the personnel deployed by him within stipulated period.**

If the successful bidder fails to comply with any obligation as mentioned here in before. In the event of termination of the contract for reason (s) aforesaid the CPCB reserves the right to get the balance work executed through alternate source(s) at the risk and cost of the contractor and the security deposited of the contractor shall stand forfeited.

IX SECURITY DEPOSIT:

(a) The contractor(s) shall furnish within seven days from the acceptance of their tender, security deposit as prescribed in the invitation to tender failing which the contract shall be liable to cancellation at the risk and cost of the contractor(s) and the EMD will be forfeited and subject to such other remedies, as may be open to Chairman, CPCB under the terms of the contract

(b) The security should be deposited in prescribed forms given in the Appendix-II

(c) The CPCB shall not be liable for payment of any interest on the security deposit or by depreciation thereof for the time it is held by the CPCB.

(d) The Security will be refunded to the contractor(s) without interest on due and satisfactory performance of the services and on completion of all obligations by the contractor(s) under the terms of the contract and on submission of a 'No Demand Certificate' subject to such deduction from the security, as may be necessary for making the CPCB claims against the contract.

(e) In the event of termination of the contract, Chairman, CPCB shall have the right to forfeit the entire or part of the amount of security deposit lodged by the contractor(s) or to appropriate the security satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or cost that may be suffered or incurred by the CPCB.

(f) The decision of the Chairman, CPCB in respect of such damages, losses, charges, costs, or expenses shall be final and binding on the contractor(s).

(g) In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case may be, shall be deducted from any sum then due, or which any time thereafter become due to the contractor(s) under this or any other contract with the CPCB should that sum also be got sufficient to covet the full amount recoverable, the contractor shall pay to the CPCB on demand the remaining balance due.

(h) Whenever the security deposit falls short of the specified amount the contractor(S) shall make good the deficit so that the specified amount the contractor(s) shall make good the deficit so that the total amount of security deposit, shall not at any time be less than the specified amount.

X LIABILITY OF CONTRACTOR(S) FOR LOSSES ETC. SUFFRED BY THE CPCB

(a) The contractor(s) shall be liable for all costs, damages, expenses suffered or incurred by the CPCB due to the contractor's negligence and the un workmanship like performance of any service under his contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of damages etc. and for all damages

or losses occurred to the CPCB or in particular to any property or plant belonging to the CPCB due to any act whether negligent or otherwise of the contractor(s) themselves or their employees. The contractor(s) shall also be liable for the interest at commercial lending rate on costs/damages/expenses. The decision of the Chairman, CPCB regarding such failure of the contractor(s) and their liability for the losses, etc. suffered by the CPCB shall be final and binding on the contractor(s)

- (b) The CPCB is entitled to claim for any damages, losses, charges, costs, or expenses suffered or incurred by them due to contractor(s) negligence's and un workmen like performance of services under the contract or breach of any terms thereof and adjust the same from the bills of the contractor directly. The total sum claimed shall be deducted from, any sum then due or which at any time hereafter may become due to the contractor(s) under this or any other contract with the CPCB. In the event of the sum which may be due from the CPCB, as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the contractor(s). Should this sum also be not sufficient to cover the full amount claimed by the CPCB, the contractor shall pay to the CPCB on demand the remaining balance of the aforesaid sum claimed. The Chairman, CPCB will be the sole judge determining after taking into consideration all the relevant circumstance, the quantum value of loss and also in regard to the liability of contractor(s) for such loss the amount to be recovered from them. The decision of the Chairman, CPCB in this regard shall be final and binding on the contractor(s).
- (c) In the event of the default on the part of the contractor(s) in providing Security Guard/and/or their failure to perform any of the services mentioned in this agreement efficiently and to the entire satisfaction of the Chairman, CPCB or any officer acting on his behalf, the Chairman CPCB shall without prejudice to other right and remedies, under this agreement have the right to recover by way of compensation from the contractor a sum of rupees one hundred per day of default as the Chairman, CPCB in his absolute discretion and the decision of the Chairman, CPCB on the question whether the contractor(s) have committed such default or have failed to perform any such service efficiently and are liable to pay compensation and as to quantum of such compensation shall be final and binding on the contractor(s).

(d) SET-OFF

Any sum of money due and payable to the contractor(s) (including security deposit returnable to them) under this contract may be appropriated by the CPCB and set off against any claim of the CPCB for the payment of any sum of money arising out of or under any other contract made by the contractor(s) with the CPCB.

XI BOOK EXAMINATION:

The contractor(s) shall, whenever required produce or cause to produced for examination by the I/c Bldg. or any other officer authorized by him on his behalf any cost or other accounts book of accounts, vouchers, receipts, letters, memorandums or writings or any copy of or extract from any such document and also furnish information and returns, verified in such manner as may be required by the statutory compliance/payment made to EPF/minimum wages etc., renewed license any or all such documents desires by CPCB I/C Bldg.. The decision of the I/c Bldg. on the question of relevancy of any document, information or return shall be final and binding on the contractor(s). The contractor(s) shall produce the required document, information and returns as at such time and place, as may be directed by the I/c Bldg.

XII. PAYMENT:

- (a) Indicative list of statutory payments to be made in respect of personnel employed by the contractor under this contract are as under:
- (1) minimum wages
(Minimum wages are applicable for Security Guard under unskilled category whereas Security Supervisor minimum wages are applicable under Skilled category as duly notified by Delhi Govt. from time to time, as the case may be)
 - (2) ESI
 - (3) PF
 - (4) Bonus

- (5) Relieving charges
- (6) Service tax
- (7) Such other statutory charges, if any,

The above list of statutory payment is only indicative and not exhaustive.

The contractor shall abide by all statutory provisions applicable to the contract and make all necessary statutory payments, for which 20% of the amount from the bill shall be withheld. However, on the production of proof of such statutory payment, corporation may release the same subject to the condition of the contract.

- (b) Payment will be made by the I/c Bldg. on submission of bills, duly supported by attendance certificates issued by the I/c Bldg. or an officer acting on his behalf, as the case may be and on production of proof of payment of EPF/Minimum wages/ESI and other statutory payments in r/o the personnel engaged in CPCB.
- (c) The contractor should submit all his/their bill by the seventh of following month. payment of which will be made through Account Payee Cheque to the contractor(s)
- (d) The firm will made payment to the security personnel deputed in CPCB by Account Payee cheques or by directly crediting the bank account of the security personnel.**

XIII LAW GOVERNING THE CONTRACT/DISPUTE RESOLUTION:

The contract will be governed by the Laws of India, for time being in force as amended from time to time. Any disputes arising out of this contract will be settled in the court of Law of competent jurisdiction. The courts in Delhi shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.

XIV. DUTIES AND RESPONSIBILITY OF THE CONTRACTOR(S):

- (a) The contractor(s) shall carry out all items of services assigned or entrusted to him/them by the I/C Bldg. or an officer acting on his behalf and shall abide by all instructions issued to him/them from time to time by the said officer. They shall render the services to the satisfaction of the I/C Bldg. or an officer acting on his behalf together with ancillary and incidental duties, service and operations as may be indicated by the said officer(s) and are not inconsistent with the terms & conditions of the contract. The contractor shall always be bound to act with responsible delegacy and in a business like manner and to use such skill as expected of men or ordinary prudence in the conduct of their activities.
- (b) The contractor shall engage competent adequate staff and Security Guard personnel to the satisfaction of the I/C Bldg. or an officer acting on his behalf. The contractor shall be responsible for the good conduct of their employees and shall compensate the CPCB for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servant or agents or representatives, The I/C Bldg. shall have the right to ask the dismissal of any employee of contractors who in his opinion is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc. of the contractors, their servant and agents of representative shall be final and binding on the contractor.
- (c) The contractors shall advise the I/c Bldg. and officers authorized to act on his behalf the name of one or more responsible representative(s) authorized to act on their behalf in day to day working of the conduct. It shall be duty of such representative(s) to call at the office of the I/C Bldg. or an officer acting on his behalf, every day and generally to remain in touch with them to report the progress and generally to take instructions in the matter.
- (d) The contractors shall strictly abide by Laws, rules & Regulations.
- (e) The contractor shall provide verifiable proof that EPF/ESI has been deposited in respect of particular workers, working under the Contractor who are working in CPCB along with the EPF/ESI number issued by concerned authorities. A copy of ESI card also be deposited with CPCB within one month period even in case of change of worker,

failing which payment will not be released subsequently for the aforesaid period, without prejudice to the other actions.

- (f) Police verification of the worker should be submitted within a period of one month on entering into the contract. In the case of change of any worker, payment of wages for that worker will be release only after submission of police verification.
- (g) If the party fails to comply with the statutory/legal requirement, as stipulated in the terms & conditions of the tender within two months from the award of contract is liable to be terminated with one month's notice and security deposit be forfeited and in his place, second lowest/third lowest will be kept as back up to immediately to replace the terminated agency.

Settlement of Dispute and Arbitration

- I. All disputes and differences arising out of or in connection with the contract and works of any nature assigned under the same (whether during the progress of the works or after their completion), determination, abandonment or breach of the contract shall be referred to a team of three men arbitrator appointed by the Chairman, CPCB. The arbitrators shall elect an umpire among them. In case of conflicting findings by the arbitrators, the decision of the umpire shall be final and binding. It will not be an objection to any such appointment that the arbitrators are the government servants and had any interest in the board or the contract entered into directly or indirectly. In all cases, the arbitrators shall state their decision in writing and if amount of claims in dispute is Rs.50,000/- and above, the arbitrators shall give reasons for award. Subject as aforesaid the provisions of the arbitrations cancellation act or any statutory modification or re-enactment thereof and the rules made there under and for the time being inforce shall apply to the arbitration proceeding under this clause.
- II. It is a term of the contract that the party involving the arbitration shall specify the dispute or dispute to be referred to the arbitrator under this clause together with the amount or amounts claimed in respect of each such dispute.
- III. It is also a term of the contract that if the contractor's do not make any demand for arbitration in respect of any claims in writing within 90 days of receiving the intimation from the CPCB that final bill is ready for payment, the claim of the contractor's will be deemed to have been waived and absolutely barred and the board will be discharged and released of all liabilities under the contract in respect of these claims.
- IV. The decision of the employer regarding the quantum of reduction as well as justification thereof in respect of rates for sub-standard work which may be decided will be final and would not be open to arbitration. Provided always that no compensation shall be payable for any loss in always that no compensation shall be payable for any loss in consequence of hostilities or war-like operation (a) unless the contractor had taken all such precautions against Air raid as are deemed necessary by A.R.P officers or the Engineers In Charge, (b) for any materials etc., not on the site of work or for any tools and plant, machinery, scaffolding temporary buildings and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the employer compliance within such time as the employer may prescribe in that behalf and in the event of the contractor failing to effect such compliance within the time prescribed by the employer then the employer shall without prejudice to his other rights be entitled to withhold from the amount payable to the contractor any amount payable to the workmen under any such laws, regulations or rules and to make payment thereof to the workmen. The employer shall also have in that event the right to terminate the contract with immediate effect and to exercise powers reserved to their employer under the contract as a result of termination

Signature of Tenderer

TERMS & CONDITIONS COVERING CONTRACT FOR PROVIDING SECURITY SERVICE BY SUPPLY OF SECURITY GUARDS AT CENTRAL POLLUTION CONTROL BOARD, PARIVESH BHAWAN

1. Security contractor will provide security Guard arrangement for round the clock. Security of CPCB, Parivesh Bhawan property, personnel and vehicles etc. belonging of CPCB. The contractor shall ensure the safety and security of the CPCB personnel, properties and vehicles in CPCB by deploying guards following shifts for 365 days of a year:-

2.

Shift	Time	Supervisor for Parivesh Bhawan	Security Guard	
			Parivesh Bhawan	Pragati Maidan Air Quality Monitoring station
1 st shift	07.00 a.m. to 03.00 p.m.	1	3	1
2 nd shift	03.00 p.m. to 11.00.p.m.	1	3	1
3 rd shift	11.00 p.m. to 07.00 a.m.	1	3	1
General shift	9.30 a.m. to 06.00 p.m.		2 (one male and one female) (Mon. to Sat.)	-

3. The security contractors will undertake to provide the armed/unarmed personnel to the CPCB, and the security contractors will be directly responsible for payment of their salaries not less than the rates of minimum of wages notified by the appropriate Authorities from time to time.
4. The contractors shall quote his service charges inclusive of all taxes for providing the security service.
5. In case the minimum wages revised upward, the contractor is not entitled for any revision of his service charges.
6. The minimum wages are applicable for security Guard under un-skilled category whereas for Security supervisor, minimum wages are applicable under skilled category as notified by Govt. of Delhi from time to time.
7. The successful bidder shall ensure payment of wages to security guards at the rate of minimum wages prescribed by the Labour Department time to time. It is important to note that the payment of wages should be made to the personnel deployed by the successful bidder without waiting for the receipt of payment of the wage bill form CPCB. The successful bidder will be required to make payment of wages to the security personnel through Bank Accounts in a time specified under The Payment of Wages Act 1936 and Minimum Wages Acts & Rules 1948. The successful bidder shall submit bank statement in support to such payment alongwith the monthly bill. No cash payment of wages will be allowed by the Company. Non compliance of the provisions/stipulation of these Acts will render the Agency liable to payment of necessary compensation/penalty as deemed fit by CPCB. Wage register as per labour laws shall be compulsorily maintained by the successful bidder which should be available for inspection at any time by the CPCB official or their authorized representative.
8. The supervisor will be of retired person from Military /Para military force and the security guards will be civilian.
9. The persons engaged by the successful bidder should possess minimum qualification not below the standards of Matriculation/HS or equivalent.
10. The CPCB shall have no right/obligation to employee directly or indirectly any personnel introduction by the security contractor.
11. The successful bidder shall keep proper record of all the documents regarding character antecedents of the security personnel engaged by them and when required, the successful bidder shall submit the same to the officer-in-charge for necessary verification. It is a precondition that while employing security personal, the successful bidder shall take adequate care that no such person having criminal background is employed as security personnel. Persons

dismissed from defence service and/or involved in or having previous record of antisocial activities should not be deployed in the company's establishment. In case any adverse report is found against any security personnel deployed by the successful bidder, such personnel would immediately be removed. The successful bidder shall discourage engagement of any near relatives of employee of the company as security personnel. However if such instances are there, then relevant data on such employees of the successful bidder should be furnished to the officer-in-charge of the contract.

12. in case of any negligence, connivance or direct/indirect involvement of any personnel deployed by Security contractors for security and safety of the property of the CPCB, or there being occurred any theft, pilferage, misappropriation, bungling of stocks/stores or any other loss the CPCB property for whatsoever reason the security contractor will be responsible and liable to compensate the losses as evaluated by the Chairman, CPCB, Delhi or any other authorized officer of the CPCB. The decision of the Chairman, CPCB shall be final and binding on Security contractor.
13. The security contractor shall be responsible for providing uniform to the Security Guards.
14. If CPCB considers that the replacement of a particular Security Guard personnel supplied by the Security contract is necessary, this will be done by the Security contractor on receipt of the written request from the CPCB.
15. The CPCB will not be responsible in any respect with regard to service conditions, salaries and conduct of the personnel provided by the Security Contractor. The Security Contractor will be the employer of the Security Guard personnel and the CPCB will have to concern/liability whatsoever in respect of their service.
16. The Security Guard personnel provided by the security contractor shall have no lien of claim in any manner on CPCB after their services are no more required by the CPCB or during their deployment. In case, the Security Guard personnel resort to litigation in any court for any reason, the security contractor will be solely responsible towards verdict of the court, at its own cost. The security contractor is liable for expenses, losses and damages, if any, due to his employees, any claim or suit or any such proceedings against CPCB and CPCB is entitled to deduct the sum from the pending or future bills of the security contractor.
17. The Security personnel of Security contractor will not take part in any activity of CPCB employee's union/Association as well as visitors.
18. Only trained and experienced Security Guards personnel will be supplied to the CPCB. The contractor shall also provide the nominal roll of the Security Guard personnel along with their photographs to the CPCB. The Character/antecedents verification of Security Guard so engaged will be got carried out by the contractor to the satisfactions of CPCB at the cost of Security contractor from the concerned police authorities within one month of their engagement and each Security Guard will be provided with an identity card by the security contractor which will be countersigned by the security contractor.
19. The Security Guard personnel engaged by the Security contractor will help to deal with the antisocial elements and will also provide protection to CPCB staff/officers while on duty to CPCB office.
20. The security contractor will pay the wages, advances and any other payments regularly to the Security Guard personnel deployed in the presence of an officer/official of CPCB.
21. The Contractor is liable to provide his own personnel and can not take over the existing personnel if any of the earlier contractor. Upon termination of the contract, the contractor is liable to remove all his personnel from the premises of the CPCB failing which CPCB will be entitled to stop all payments due to the contractor.
22. The security guards to be deployed by the firm must have passed at least class 10 and must have working knowledge of Hindi/English. The security firm shall have to maintain registers as required by the Central Pollution Control Board from time to time at their cost. The firm shall submit copies of the discharge certificates and proof of educational qualification

of the security guards at the time of execution of agreement and get them verified by the Central Pollution Control Board before deploying the security guards. The document shall also be verified for any change in the security guards.

23. The CPCB will provide a table chair and telephone with intercom facility, if necessary to the security guards. The stationary shall be provided by the firm.
24. The security guards to be engaged by the firm must be of sound health and their character and antecedents must be verified and approved by the competent authority, if any of them is not found medically fit including intoxication prior to or during the continuance of the contract then the firm shall not employ or engage them and the CPCB shall have right to refuse admission to such employees of the firm into CPCB premises.
25. The firm shall keep CPCB indemnifies from all acts, omission, faults, breaches and, or claim payments loss injury and expenses under which CPCB may be put or involved as a result of failure of firm to fulfill any of its obligations.
26. The firm shall be wholly responsible for any loss or damage to the properties of the CPCB on account of any act or omissions by the firm or by any of his staff deployed for security purposes except natural calamities beyond our control.
27. The firm shall at its own cost provide to their security personnel full winter and summer security uniforms and shall also ensure that these are worn by them at all time while on duty in clean and tidy conditions.
28. The firm shall provide to their security guards all the material necessary for security purposes like torch with cell, Gumboot, sticks, shears, Guns, etc. at its own cost.
29. Central Pollution Control Board reserves the right to ask the firm to remove any guard found to be not discharging his duties satisfactorily or doubtful character and firm will immediately remove such person or persons and replace them immediately with suitable persons.
30. Central Pollution Control Board shall not provide any residential accommodation in the premises of the CPCB or elsewhere for the personnel deployed by the firm and the firm will have to make their own arrangement for their residence at their own cost.
31. The firm at its own cost will provide identity cards to all guards/ gunmen or staff employed by them on duty. The identity cards shall be displayed on his person while on duty.
32. The duty points and rotation of security guards employed by the firm will be decided by the CPCB Delhi. The firm will have to abide by such directions as given by the CPCB regarding deployments of security personnel.
33. In case of any pilferage or theft the firm or his representative shall report the matter immediately to the Bldg. Div. of CPCB and shall also take-up the matter with the police for proper investigation and recovery of loss. If such a loss is due to negligence, absenteeism or by dereliction of duty by security personnel deployed by the firm, the same shall be recovered by the CPCB from the firm.
34. The contract will be terminated in case of any complaint regarding the services of the firms found unattended after 02 warnings.
35. The duties of security guards is as follows:-
 - i. Round the clock security of CPCB property, personals, lab instruments, Vehicles etc.
 - ii. Frisking of all staff working in CPCB.
 - iii. Switching off the lights, fans etc in toilets, lobby, rooms after office hours.
 - iv. Guidance to visitors for proper parking of vehicles.
 - v. Patrolling round the clock in Parivesh Bhawan building at each floor, front and back lawn to avoid any theft.
 - vi. Opening of lock of rooms in the morning and closing in the evening on all working days at all floors.
 - vii. Protection of building property/personals from anti socials elements.
 - viii. Protection of lawn from animals.
 - ix. Operation of main gates i.e. opening in the morning at 8.00 a.m. and closing in the evening at 7.00 p.m.
 - x. Report to I/c, Building in case of any mis-happening.

Tenderer's

- i) Telegraphic Address: _____
Telephone No. _____

Signature of Tenderer

APPENDIX -I

1. Name and address of the tenderer and telegraphic address:
-

II COMPOSITION OF TENDERER:

It should be state whether the tenderer is Hindu Joint Family, business proprietorship concern or registered partnership firm or a Limited Company. The name and date of birth of all partners/Director, Proprietors, Karta of Joint Family should be given. It should be certified that there are no undisclosed partners. In the case of Limited companies, the authorized and paid up capital should be stated.

III BUSINESS IN WHICH THE TENDERER IS EMPLOYED:

The nature of business in which the tenderer or partner of the tender's firm are engaged should stated together with particulars of where Head Office and branches if any, are located along with details of sister concern.

IV EXPERIENCE OF WORKING:

Full particulars should be given if the tenderer has worked as a Security contractor of the Central Govt. State govt. or Public/Private Companies. The period for which the work has been done should be clearly indicated. The tenderers should indicate clearly whether they are working as contractors on behalf of any departments of Central or State Governments or Railway etc. certificate of experience for preceding 3 years to be enclosed.

- V** (A) Whether entered into any contract with CPCB earlier (if, given details)
(B) Whether EMD/Security deposit of the contractor has been forfeited by CPCB/any PSU/ State govt.
(C) In case, the firm is black listed by any authority of Govt. of India, the same may be intimated to the CPCB.

Note: The tenderers who's EMD/SD has been forfeited or black listed by the Govt. of India, will not be qualified.

VI TENDERERS BANKS:

The name of the Bank or the Banks and the branches with the tenderer has dealings and who can certify the tenderer financial status should be given and necessary certificate to this effect.

VII Duly audited P&L account of preceding three years.

VIII Details of credit limit charged.

IX Income Tax Pan No.

X Details of immoveable properties:

a) Type of properties:

b) Identification No. with address:

(c) Owned in the name of:

XI List of participants/ Director.

Signature of Tenderer

APPENDIX –II

The security deposit shall be furnished in any of the following forms.

Forms of Security

Demand Draft/Bank Guarantee in favour of CPCB

Conditions

CPCB will not pay any interest on the security deposit.

Signature of Tenderer

APPENDIX – III

Form -I

REGISTER OF FINES/WAGE BOOK/WAGE SLIP/PNPAID WAGES/DEDUCTIONS IF ANY OTHERS:-

S.N.	Name	Father's/husband name	Sex	Department	Nature & date of the offence for which fine imposed	Whether workman showed caused against fine or not. If so enter date	Rate of wage	Date & Amount of which fine imposed	Date on which fine released (remarks)
1	2	3	4	5	6	7	8	9	10

PRICE BID

To,
The Member Secretary
Central Pollution control Board
Parivesh Bhawan,
East Arjun Nagar,
Delhi - 110032

Dear Sir,

1. I/WE, submit the sealed price bid for appointment as _____ Contractor at CPCB_____.
2. I/We thoroughly examined and under stood instruction to tenders, terms & conditions of contract given in the invitation to tender and those contained in the general conditions of contract and its appendix and agree to abide by them.
3. I/We hereby offer to provide security at the following percentage of service charge on the basic minimum wages notified by the Delhi Govt. as the case may be, applicable at the time of award of the contract for the contract for the entire tenure of the contract. I/WE undertake that I/WE are not entitled to claim any enhancement of rates on any account during the tenure of the contract except revision of minimum wages.

	Security Supervisor (Skilled category) (Ex-serviceman) round the clock (charges per month in Rs.)			Security guards (Un skilled category) (non Ex-serviceman) round the clock (charges per month in Rs.)			Security guards (Un skilled category) (non Ex-serviceman) General Duty (charges per month in Rs.)		
	Per person	03 person	Total	Per person	12 person	Total	Per person	2 person	Total
Minimum wages									
P.F.									
E.S.I.C.									
Bonus *									
Any other charges, if any									
Service Tax									

*** Will be reimbursed as actual after submission of details of the bonus distributed to the security personals deputed in CPCB**

Any rates quoted in any other manner than the above will summarily rejected. In case the minimum wages is revised upward, the contractor is not entitled for revision of his service charges.

- a. I/We undertake to take responsibility of statutory liabilities such as minimum wages. P.F., ESI, Bonus etc. and will charge as per actual contribution made to concerned authorities against documentary proof and no service charges/Admn, overhead will be payable on these contribution.
- b. The total amount of wages shall be calculated on the basis of number of days for which a person has actually worked on the basis of wages of Security Guard accepted by CPCB.

I/WE agree to keep the offer open for acceptance up to 03 months.

4. I/We shall be bound by the communication of acceptance of the offer dispatched within the time and I/We also agree that if the date up to which the offer would remain open be declared a holiday for the CPCB, the offer will remain open for acceptance till the next working day.

5. As required, no document are being enclosed with price bid. Demand draft No. _____ dated _____ on the _____ for sum of Rs. _____ (Rupees _____) is enclosed with the technical bid as earnest money in the event of my tender being accepted. I/We agree to furnish a security deposit as follows (here indicate the manner in which security is deemed to be furnished).
6. I/We do hereby declare that the entries made in the tender and appendixes/schedules attached with Technical Bid are true and also that we shall be bound by the act of my/our duly constituted attorney, Shri _____ whose signature are appended hereto in the space as specified for the purpose and of any other person who in future may be appointed by me/us his stead to carry on the business of the concern whether any intimation of such charge is given to the Member Secretary ,CPCB or not

Yours faithfully,

(_____)

Signature of Tenderer

(Capacity in which signing)