

# CENTRAL ELECTRICITY REGULATORY COMMISSION (CERC)

Ground Floor, Chanderlok Building,  
36, Janpath, New Delhi – 110 001

No.1/2(1)/2016/Adm/CERC

Dated, the 1<sup>st</sup> Feb, 2017

## Notice Inviting Tenders

**Sub: Invitation of tenders for providing Security Services from Security Agencies in the Office Premise of CERC.**

Sealed quotations in the form of techno commercial bids are invited from Security Agencies for providing annual contract of Security Services in the office premises of Central Electricity Regulatory Commission (CERC). The description of work and other terms and conditions are mentioned as under:-

**1.0 SCOPE OF WORK:** Contract for providing Security Services by Security Agencies in the office premises of CERC located at the above address and any other locations in Delhi and NCR on need basis.

1.1 The Security Guards deployed by the Security agencies in CERC shall be responsible for closely monitoring the buildings/offices, gates, trespassing, encroachments, squatting or any unauthorised occupation of surrounding areas.

1.2 The Security Guards deployed in CERC shall be responsible for monitoring all incoming and outgoing personnel, visitors, gate pass, vendors, goods and vehicles round the clock. They will be responsible for any theft, pilferage and any other undesirable activities. They will also maintain proper records of the movement of personnel, goods, visitors, vendors and vehicles. They are also responsible for the safe custody of keys of the buildings/gates etc. round the clock.

1.3 Working Hours: The Security cover to the Buildings /Offices/Premises of CERC at 10 (Ten) posts shall be provided round-the-clock. Security Guards shall be deployed **round the clock at the CERC**, New Delhi for safeguarding of the premises.

1.4 Deployment of Guards/Security Supervisors will be as per the instructions of the authorities of CERC, New Delhi from time to time and the Service Provider will be responsible for their optimum utilization.

1.5 It shall be the duty of the Security Agencies to arrange for alternate Security Guards in case of absence of any security personnel who are already deployed, due to leave or otherwise or as the situation so warrant.

## **2.0 QUALIFICATIONS OF BIDDERS**

2.1 The Security Agencies desirous of participating in this tender should be a registered Agency with the appropriate registration authority as per the Private Security Agencies (Regulation) Act, 2005 for licensing purpose.

2.2 The Security Agencies must have valid PAN / TAN Numbers/ GST/ Service Tax Registration Nos. and all other statutory requirements as may be required from time to time.

2.3 The Security Agencies should have been registered with ESI and PF Authorities for depositing ESI and PF contributions, as the case may be.

2.4 The Security Agencies must have at least five years experience in providing security services to office premises of Central Government / State Governments / PSUs / Private Organizations of repute, and they shall submit copies of relevant documents. The Agencies shall enclose original certificates from such Organizations in support of their experience at the time of scrutiny.

2.5 Security Agencies annual turn over should not be less than ₹ 5 (Five) Cr during the last three years. They should have requisite labour licences for at least 100 personnel. The party shall submit three years annual accounts duly audited by a Chartered Accountant. Shall submit Bank solvency Certificate issued not earlier than 31<sup>st</sup> Jan 2017, duly signed by the bank authorities clearly stating that the account of the company is not under any sort of attachments or any encumbrances or so from any Government Bodies/Statutory Authorities or Court's etc.

2.5 The Security Agencies shall comply with all statutory requirements and legal obligations relating to be deployment of man power, deposit of subscription of ESI and PF etc. and adherence to Minimum Wages Act., and any other Acts, /Rules as may be applicable from time to time.

2.6 The Security Agencies shall also furnish the written undertaking in the prescribed format that they will abide by all the terms and conditions of this Notice Inviting Tenders.

### **3.0 DEPLOYMENT OF MANPOWER**

- (i) The Security Agencies shall depute Security Supervisor (Skilled), and Security Guards (Semi Skilled) as per the scope of work.
- (ii) The Security Guards should have been trained to extinguish fire at the time of emergencies with the help of fire extinguishing cylinders and other fire-fighting material available on the spot. They will also help the fire-fighting personnel in extinguishing the fire or in any other contingent natural calamities. A mock fire drill may also be organized every time when ever there is change of personnel takes place. Such trainings must be repeated once in every six months during the currency of the contract and first aid services to all the personnel deployed by them.
- (iii) The Security Agencies shall be responsible for first aid services in CERC and all the personnel deployed by the agencies should have been imparted the requisite first aid training.
- (iv) In emergency situations, security guards/supervisor deployed shall also participate as per their role defined in the disaster management plan, if any, of the CERC.
- (v) The Security Agencies shall be responsible for the proper conduct/integrity of personnel deployed by them. The said Agencies will also be held responsible for any act of omission or commission on their part and shall vouch for their character and integrity.
- (vi) The personnel deployed in CERC under this contract must possess valid identity proof and residence proof and shall be the citizens of India. The Security Agencies shall have to furnish a written undertaking to CERC to the effect that they have conducted necessary police verification of antecedents of the personnel deployed in CERC office and that they have no criminal background or any pending investigation, what so ever.
- (vii) The Security Agencies shall provide Identity Cards and two sets of uniform every year and equipment (i.e. pant, shirt, army cut, anklets, ankle boots, web belt (with baton strap), baton beret, whistles, loaded torches etc.) to the personnel deployed for this work. The seasonal equipment such as Jerseys, coats in winters and rain coats and

umbrellas in monsoon shall also be provided by the contractor at their own cost and CERC shall have no liability what so ever on this account.

- (viii) The Contractor shall deploy their personnel in such a way that they get weekly rest. The firm should ensure that working hours/leave, for which the work is taken from them, do not violate any of the relevant provisions of Acts including The Shops and Establishment Act, 1954. The Contractor shall in all dealings with the personnel during employment shall have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the Contractor committing default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, the contractor shall be held responsible and will have to indemnify CERC without prejudice to any other liabilities what so ever to CERC.
- (ix) The Security Agencies shall make surprise checks to ensure that the requisite number of guards in proper uniform and assure remains on duty. CERC also reserves the right to conduct surprise check. In case of non-compliances, the CERC will take necessary action which may also include the termination of contract.

**4.0 SAFETY CODE** - The Security Agencies shall make necessary safety arrangements to ensure safety of the personnel deployed by them. The CERC shall not be held responsible for any injury caused to their personnel during the course of working in the office premises of CERC under this contract. If required, the Security Agency may take insurance cover for the personnel at its own cost.

**5.0 TOOLS AND EQUIPMENTS** - The Security Agencies shall arrange, at their own expense, all necessary tools and equipments (i.e. baton beret, whistles, loaded torches etc.) every year required for execution of the work etc..

**6.0 TENURE OF CONTRACT:** The Security Agencies shall enter into an agreement with CERC separately. The tenure of the agreement shall ordinarily be one year. However, the competent authority in CERC, may at its discretion, allow extension of the tenure of contract, up to two further spells of one year each, subject to satisfactory performance of services of the Security Agencies.

**6.1** The rates quoted should not be less than the minimum wages as prescribed by the State Governments /Central Government from time to time, whichever is higher. The contractor is free to quote higher than the minimum wage to enable them to execute the work as per the terms and conditions of agreement/NIT, if they so desire.

**6.2** The approved minimum wages as and when notified by the Government of NCT of Delhi shall become automatically applicable to CERC during the currency of contract. The administrative charges and cost of uniforms, tools & equipment quoted in the financial bids would also be payable over and above the applicable minimum wages plus any other statutory dues as the case may be.

**6.3** Income and expenditure on the basis of payment upon revision of minimum wages would be minimum wages as notified by the Government of NCT of Delhi per month on the basis of 10 (Ten) posts manned /deployed by three Security Guards per post round the clock plus applicable bonus etc. as per local laws.

**6.4** The payment shall be released by CERC to the Security Agencies only on submission of invoice/ bill duly completed in all respects, on the basis of the actual attendance duly certified by the in-charge of security in CERC nominated by the Security Agency and the same shall be paid

by the Security Agency to the personnel deployed for the work in CERC through NEFT/RTGS/Account payee Cheques.

**6.5** The competent authority reserves the right to terminate the contract at any time before completion of the tenure in case the services of the Security Agencies are found unsatisfactory.

**6.6** Additional requirements, in case the present office floor space increases, then the additional Security Personnel would be provided as per requirement, by the agency at the same rates and with the same terms and conditions.

**6.7 TERMINATION OF CONTRACT:** Without prejudice to what is contained here in above, CERC, shall at its sole and absolute discretion, be entitled to terminate this contract by giving one month prior notice in writing of its intention to terminate the contract without specifying any reason(s) what so ever and without any payment of compensation what so ever, if in the opinion of CERC the Security Agencies has failed or refused to implement this agreement to the fullest satisfaction of CERC, and/or the Security Agencies commits breach of any of terms and conditions of the agreement, and/or the Security Agencies is adjudged insolvent and/or for any reason what so ever, the Agency becomes disentitled in law to perform its obligations under the agreement, and/or there is variation in the ownership/partnership or management of the Security Agency or the business without prior intimation in writing to CERC of such variation.

**6.7** The decision of the Assistant Secretary (P&A), CERC or any other officer authorized by Secretary shall be final and binding on the Agency /agency for the purpose or satisfactory standard of performance.

**7.0 DAMAGES:** In case any damage/loss is caused to the property/premises of CERC due to negligence and non performance on the part of the agency's personnel, CERC shall be liable to be compensated by the Security Agencies.

**8.0 PROHIBITION OF SUB CONTRACT:** The Security Agencies shall not sub-contract any part of the work to any body under any circumstances.

**9.0** The Security Agencies shall be responsible for compliance with the provisions of the following major Labour laws:-

- The Employees Provident Fund Act, 1952
- The Contract Labour (Regulation) Act, 1970
- The Payment of Bonus Act, 1965
- The Employees State Insurance Act, 1948
- Minimum Wages Act, 1948
- Any other Acts, Rules, Regulations and / or statutes as may be applicable to them from time to time.

**10.0 RESOLUTION OF DISPUTE:** In case of any dispute the decisions of Secretary, CERC shall be final.

**11.0 PAYMENT:** The payment shall be released on monthly basis through NEFT/RTGS on production of pre-receipted bills at the end of every month and documentary evidence of payment of statutory dues for the previous months.

**12.0 DEDUCTION OF INCOME TAX AT SOURCE:** Since it is a "Works Job Order", Income Tax shall be deducted at source from all the accepted payment to be made, in accordance with the provision of Income Tax Act, 1961 as amended from time to time.

**13.0 EARNEST MONEY DEPOSIT:** An Earnest Money Deposit(EMD) of ₹ 2,00,000/- (Rupees Two Lakhs only) in the form of Demand Draft or Bankers Cheque drawn in favour of Central Electricity Regulatory Commission (CERC) payable at New Delhi is required to be attached with the technical bid.

**14.0** The EMD shall be refunded after completion of the tendering process to the unsuccessful bidders. EMD of the successful bidder would be adjusted against Security Deposit.

**15.0 SECURITY DEPOSIT:**

**15.1.** The successful bidder shall be required to furnish Security Deposit of Rs 4,00,000/- (Rupees Four Lakh only) in the form of Demand Draft / Bankers Cheque drawn in favour of Central Electricity Regulatory Commission (CERC) payable at New Delhi.

**15.2.** The amount of Security Deposit is liable to be refunded within one month of the termination of the contract.

**15.3.** No interest shall accrue on the said Security Deposit.

**15.4.** CERC reserves the right to deduct from the above mentioned Security Deposit if any loss caused to the CERC's property by personnel deployed by the agency or in case the agency fails to abide by the terms and conditions of the contract.

**16.0 SUBMISSION OF TENDER:** The tender must be submitted in the prescribed pro-forma provided in **Annexure- I** and **Annexure- II**. Tenders not in the prescribed pro-forma are liable to be rejected.

**16.1 TECHNICAL BID:** The Technical bid, in the pro-forma prescribed at **Annexure-I** along with the under-mentioned documents may be kept in a sealed cover and super scribed as "Technical Bids".

- (i) Attested photocopies of PAN No., Service Tax Registration No., and Registration Certificate of the Security Agency.
- (ii) Attested photocopies of documents in support of requisite experience by the Security Agency.
- (iii) Three year annual accounts duly audited by Chartered Accountant.
- (iv) Earnest Money Deposit as required above (para 13.0)
- (v) An undertaking to the effect that the said Security Agency is willing to abide by the terms and conditions of CERC contained in the present Notice Inviting Tender.

**16.2 FINANCIAL BID:** The Financial bid may be furnished in the prescribed pro-forma given in **Annexure –II** and kept in a sealed cover super scribed as "Financial Bid".

**16.3** Two separate sealed covers containing the Technical Bid and the Financial Bid may be kept in another outer sealed cover and addressed to the Assistant Secretary (P&A), CERC. The cover should be super scribed as "**Tender for Security services**".

**16.4 LAST DATE:** The tender complete in all respects should reach the Assistant Secretary (P&A), CERC **latest by Friday, the 3<sup>rd</sup> March, 2017 (up to 3.00 P.M.)**.

**16.5 OPENING OF TENDER:** The Technical Bids shall be opened at 4.00 P.M. on the last day of receipt of tender. The Financial Bids of those bidders whose technical bid is found valid shall be opened on a date to be notified later.

## **17.0 EVALUATION OF BIDS AND SELECTION CRITERIA :**

**17.1 Technical Bid evaluation:** After bid opening, Technical bids submitted by those Bidders who have furnished the EMD shall be evaluated by a Committee constituted by CERC. The bids to be determined as substantially responsive shall be evaluated by the Committee for technical compliance.

**17.2** The bidder must submit all necessary authentic data with necessary supporting certificates of the various items of technical evaluation criteria as per clause 2.0 of this Tender Document, failing which his/her tender is liable to be rejected. The evaluation will be done by a Committee on the basis of the following criteria:-

- Experience in the relevant field (20 points)
- Clients profile (25 Points)
- Performance in Government Organization /Autonomous Bodies/PSUs (05 points)

**17.3 Financial Bid Evaluation:** Bidders who secure more than 70% (35 points) in Technical evaluation shall be treated as technically qualified and notified of financial bid opening date and time. Representative of qualified bidders desirous of attending the financial bid opening may join the same at scheduled date and time at CERC. Only financial bids of those bidders shall be opened whose technical bids shall be found responsive and accepted by the Competent Authority in CERC.

**17.4** The bidder, whose overall quoted rate of Financial Bid-Annexure-II, found lowest, would be selected as the successful bidder subject to the condition that the quoted rates are not below the minimum benchmark charged fixed by CERC. In addition to above, in case there is any tie in the rates, the bidder whose score is highest in Technical bid based on documentary support on the past experience, past performance etc. shall be given more weightage in the selection.

**17.5** Before opening of the bids, the Bid Evaluation Committee shall be at liberty to fix any minimum percentage of administrative charge/service charge to be allowed to the Security Agencies considering all relevant aspects including business feasibility, practicability to sustain, quantum of income tax.

**17.6** The decision of CERC shall be final and no representation of any kind shall be entertained.

**17.7** The bidders are advised to submit relevant documents for providing security services only. Documents submitted for providing other than security services will not be considered for technical evaluation.

**18.0** CERC reserves the right to fix minimum percentage of the Administrative charges and agency quoting below the benchmark would be liable to be rejected. Kindly refer to column 6.2 about the administrative charges.

**19.0 INSPECTION OF SITE:** Interested Security Agencies, through their authorized representative, may personally visit the CERC premises to get a clear assessment of the scope of work before submission of tender. The date/time of such visit may be fixed with prior appointment with the Assistant Secretary (P&A) or any official authorized by him.

**20.0** CERC reserves the right to reject any or all of the tenders without assigning any reason, what so ever.

(P. Ramamoorthy)  
Assistant Secretary (P&A)  
Tele: 2375 3921

To

1. **Website of CERC**

**CENTRAL ELECTRICITY REGULATORY COMMISSION (CERC)**

Ground Floor, Chanderlok Building,  
36, Janpath, New Delhi – 110 001

**Technical Bid for providing Security Services to CERC**

1. Name of the Agency : \_\_\_\_\_

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

3. Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

4. Date of Registration of the Agency : \_\_\_\_\_

5. PAN / TAN No: \_\_\_\_\_

6. Service Tax Registration No: \_\_\_\_\_

7. EPF Registration No: \_\_\_\_\_

8. ESI Registration No: \_\_\_\_\_

9. Labour Licence No: \_\_\_\_\_

10. PSARA Licence No. \_\_\_\_\_

11. **Earnest Money Deposit of Rs. 2,00,000/-**

i) DD / Banker's Cheque No: \_\_\_\_\_

ii) Issuing Bank & Branch \_\_\_\_\_

12. List of Clients (Additional sheet may be used if the space provided below is insufficient):

| S. No | Name of the Client Organization | Duration of service |    |       | Category of Personnel deployed | No of Personnel Deployed | Annual Billing amount |
|-------|---------------------------------|---------------------|----|-------|--------------------------------|--------------------------|-----------------------|
|       |                                 | From                | To | Total |                                |                          |                       |
|       |                                 |                     |    |       |                                |                          |                       |
|       |                                 |                     |    |       |                                |                          |                       |
|       |                                 |                     |    |       |                                |                          |                       |
|       |                                 |                     |    |       |                                |                          |                       |

13. **Undertaking:**

We \_\_\_\_\_ (Name of the Agency ) hereby undertake that we accept the terms and conditions laid down in CERC's NIT No. **1/2(1)/2016/Adm/CERC Dated the 31<sup>st</sup> Jan, 2017**

13.1. Further, we also undertake that we shall comply with all statutory obligations regarding deployment of man power, for example:

- The Employees Provident Fund Act, 1952
- The Contract Labour (Regulation) Act, 1970
- The Payment of Bonus Act, 1965
- The Employees State Insurance Act, 1948
- Minimum Wages Act, 1948
- Any other Acts, Rules, Regulations and / or statutes as may be applicable to them from time to time.

Dated: \_\_\_\_\_

**(Signature of the authorized signatory of the Agency)**

Full Name \_\_\_\_\_

Mob. No. \_\_\_\_\_

Company Seal \_\_\_\_\_

e-mail ID \_\_\_\_\_

**List of Enclosures:**

- i) DD / Banker's cheque for EMD.
- ii) Attested copy of TAN/PAN No.
- iii) Attested copy of Registration No. of Agency
- iv) Attested copy of PSARA License under the PSARA act, 2005
- v) Attested copy of Service Tax Registration No.
- vi) Experience certificate from client organizations.





**CENTRAL ELECTRICITY REGULATORY COMMISSION (CERC)**

Ground Floor, Chanderlok Building,  
36, Janpath, New Delhi – 110 001

**PRICE BID**

Name of the work: “ Providing Security Services.

| <b>Sl. No.</b>  | <b>Description of work</b>                              | <b>Payment Head</b>  | <b>Charges for one (1) Security Guard per month ₹</b> | <b>Charges for one (1) Security Supervisor per month ₹</b> |  |
|---|---|--|---|--|--|
| 1   | Security Service at Ten posts 24x7 every month in CERC. | (a) Wage (Basic +Allowances)   |   |  |  |
|   |   | (b) Bonus @7000/- or 8.33% of the minimum wages whichever is higher as per payment of Bonus Act, ( including weekly off & Holidays) (To be paid monthly) |   |  |  |
|   |   | (c) Wages on Sunday and holidays, if security personal are deployed on these days  |   |  |  |
|   |   | (d) Statutory Charges of   | EPF   |  |  |
|   |   |  | ESI   |  |  |
|   |   |  | Service Tax   |  |  |
|   |   |  | Any other   |  |  |
|   |   | (e) Security Agency service Charges per month (in %)   |   |  |  |
| (f) Uniform and Equipment charges of security personnel on annual basis (including taxes) |   |  |   |  |  |
| <b>Total</b>  |   |  |   |  |  |

NB: Statutory Charges of EPF, ESI, Bonus and Service Tax will be paid as per rates in force.

- Any bidder who does not indicate the service/admin charges shall be technically disqualified.
- The breakup of the cost may be given so that the same can be used to work out compilation of minimum wages etc. for first year and to work out amount payable in the second year, if the contract is extended.

We confirm that:

The rates quoted are not less than the minimum wages prescribed by the State Government/Central Government whichever is higher. (The contractor may quote higher than minimum wages, if required, so as to enable the contractor to execute the work as per the terms of conditions of NIT/agreement)

Place:  
Date:

Signature of the Tenderer  
Name & Address of the Tenderer with Office Stamp