CENTRAL ELECTRICITY REGULATORY COMMISSION (CERC) 3rd & 4th Floor, Chanderlok Building, 36, Janpath, New Delhi – 110 001 <u>Tel : 23353503 / Fax : 23753923</u>

F.No.1/3(1)/2012-13/Adm/CERC

Dated : 29.04.2013

Subject: Invitation of tender for contract for providing security services in the office premises of CERC.

Sealed quotations in the form of techno commercial bids are invited for annual contract for providing security services for CERC. The description of work and other terms & conditions are mentioned here under:-

1. **SCOPE OF WORK:** Contract for providing security services in the office premises of CERC located at the above mentioned address and other locations in Delhi on need basis.

1.1 The Security guards deployed by the security agency shall be responsible for keeping a close watch on the buildings/offices, gates, trespassing, encroachment, squatting or unauthorised occupation of surrounding areas.

1.2 Security guards shall be responsible for having a watch on all incoming and outgoing personnel, visitors, goods and vehicles. Also, they will be responsible for theft, pilferage and other undesirable activities. They will maintain proper records of the movement of personnel, goods and vehicles. They will also be responsible for the safe custody of keys of the buildings/gates.

1.3 Working Hours: Security cover shall be provided round-the-clock. Security guards shall be deputed in two shifts of twelve hours each a day. The day shift shall be form 8.00 AM to 8.00 PM and the night shift shall be from 8.00 AM of the next day.

1.4 It shall be the duty of the security agency to arrange for alternate security guards in case of absence of personnel already deployed due to leave or otherwise.

2.0 **QUALIFICATIONS OF BIDDERS**

- (i) The Security agency desirous of participating to this tender should be a registered with the appropriate registration authority.
- (ii) The firm must have a valid PAN / TAN Number and Service Tax Registration No.
- (iii) The Firm should have been registered with ESI and PF Authorities for depositing ESI and PF contributions.

- (iv) The Firm must have at least <u>five years experience</u> of providing security services to office premises of Central Govt. / State Govt. / PSUs / Private Organizations of repute. The Firm must furnish certificates from such Organizations in support of their experience.
- (v) The Firm should be agreeable to abide by all statutory obligations relating to deployment of man power, deposit of subscription of ESI and PF etc. and adherence to Minimum Wages Act.
- (vi) The Firm should give a written undertaking in the prescribed format that they will abide by all the terms and conditions of CERC contained in the instant NIT.

3.0 DEPLOYMENT OF MANPOWER

- (i) The Security Agency shall depute 17 (seventeen) Security Guards and one supervisor.
- (ii) The firm shall be responsible for the conduct/integrity of personnel deployed by them. The firm will also be responsible for any act of omission or commission on their part and vouch for their character and integrity.
- (iii) The persons deployed by the firm to CERC under this contract must possess valid identity proof and residence proof as a citizen of India. The Security agency has to give a written undertaking to the effect that they have conducted necessary verification of antecedents of the persons deployed to CERC and they have no criminal background.
- (iv) The firm shall provide proper uniform, Identity Card and training in fire safety and first aid service to all the personnel deployed by them.

4.0 SAFETY CODE - The security agency shall take necessary safety arrangements to ensure safety of the persons deployed by them. CERC shall not be responsible for any injury caused to their personnel while working in the office premises of CERC under this contract.

5.0 TOOLS & EQUIPMENTS - The agency shall arrange, at his own expense, all necessary tools and equipments required for execution of the work.

6.0 <u>TENURE OF CONTRACT</u>: The tenure of the contract shall ordinarily be one year. However, the competent authority in CERC, may at his discretion, allow extension of the tenure of contract, up to two spells of one year each subject to satisfactory services of the firm. In case of extension of the tenure, the approved minimum wages as to be notified by the Govt. of NCT of Delhi shall be applicable during the extended tenure.

6.1. The basis of payment upon revision of minimum wages would be minimum wages as notified by the Govt. of NCT of Delhi for 08 hrs and 26 days in a month plus additional wages for four hrs per day and 04 days in a month.

6.2 The competent authority reserves the right to terminate the contract at any time before completion of the tenure in case the services of the firm are found unsatisfactory.

6.3 The decisions of Assistant Secretary (P&A), CERC or any other officer authorized by Secretary shall be final and binding on the firm/agency for the purpose regarding satisfactory standard of cleanliness.

7.0 DAMAGES: Any damage caused to the property of CERC due to the negligence and or use of substandard materials on the part of the agency's men will be liable to be compensated by the Contractor.

8.0 PROHIBITION OF SUB CONTRACT: The firm / agency shall not appoint any sub-contract for this work under any circumstances.

9.0 The firm / agency shall be responsible for compliance with the provision of the following major Labour laws:-

- (i) Contract Labour (Regulation & Abolition) Act, 1970.
 - (ii) Minimum Wages Act.
 - (iii) Workmen's Compensation Act.
 - (iv) Any other rules, regulations and / or statutes as may be applicable to them from time to time.

10.0 <u>RESOLUTION OF DISPUTE</u>: In case of dispute the decisions of Secretary, CERC shall be final.</u>

11.0 <u>PAYMENT</u>: The payment shall be released on monthly basis through ECS/RTGS on production of pre-receipted bills at the end of every month.

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 Rs. 75,000/- (Rupees seventy five thousand only) in the form of Demand draft or Bankers cheque drawn in favous of Central Electricity Regulatory Commission (CERC) payable at New Delhi is required to be attached with the technical bid.

14.0 The EMD is liable to be refunded after conclusion of the tendering process.

15.0 <u>SECURITY DEPOSIT:</u>

15.1. The successful bidder shall be required to deposit a security deposit of Rs 1,50,000/- (Rupees one lakh fifty thousand 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 cited security deposit if any loss caused to the CERC's property by persons deployed by the agency or in case the agency fails to abide by the terms & 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 <u>TECHNICAL BID</u>: 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 firm.
- (ii) Attested photocopies of documents in support of possession of requisite experience by the firm.
- (iii) Earnest Money Deposit as required above (para 13.0)
- (iv) An undertaking to the effect that the said firm is willing to abide by the terms and conditions of CERC contained in the present NIT.

16.2 <u>FINANCIAL BID</u>: 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 sealed cover and addressed to the Assistant Secretary, 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, CERC within **20.05.2013 (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:

- (i) Bids will be evaluated on Technical and Financial criteria. 60% weightage will be given to Technical bid and 40% to financial bid. A minimum of 50% score (out of 100) will be necessary for qualifying in technical bid evaluation and financial bids of only those bidders would be opened who score this minimum score in technical evaluation.
- (ii) Technical evaluation will be done by a Committee on the basis of the following criteria:-
 - Experience in the relevant field.
 - List of clients
 - Commitment to pay minimum wages and statutory dues.
 - Any other parameter deemed fit to be considered by the Evaluation Committee.

18.0 INSPECTION OF SITE: Interested firms, through their authorized representative, may personally visit the 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 a person authorized by him.

19.0 CERC reserves the right to reject any or all of the tenders without assigning any reason.

(Ramanuj Dey) Assistant Secretary

Copy to:

1. Website of CERC

CENTRAL ELECTRICITY REGULATORY COMMISSION (CERC) Ground Floor, Chanderlok Building, 36, Janpath, New Delhi – 110 001

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Technical Bid for providing Security Services to CERC

1.		Name of the Firm:			
2.		Address :			
3.		Telephone No: Fax No:			
4.		Date of Registration of the Firm:			
5.		PAN / TAN No:			
6.		Service Tax Registration No:			
7.		EPF Registration No:			
8.		ESI Registration No:			
9.		Labour Licence No:			
10.		Earnest Money Deposit of Rs. 75000/-			
i	i)	DD / Banker's Cheque No:			
i	ii)	Issuing Bank & Branch			

Contd...2/

11. 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	No of	Remarks
		From	То	Total	of Personnel deployed	Personnel Deployed	(if any)

12. Undertaking:

We ______ (Name of the firm) hereby undertake that we accept the terms & conditions laid down in CERC's NIT No. 1/3(1)/2013-14/Adm/CERC Dated the 29.04. 2013

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

- (a) Contract Labour (Regulation & Abolition) Act, 1970.
 - (b) Minimum Wages Act.
 - (c) Workmen's Compensation Act.
 - (d) Any other rules, regulations and / or statutes as may be applicable to them from time to time.

Dated:	(Signature of the authorized signatory of the
	Firm)

Full Name_____

Mob. No. _____

Company Seal _____

List of Enclosures:

- i) DD / Banker's cheque for EMD.
- ii) Attested copy of TAN/PAN No.
- iii) Attested copy of Registration No. of firm
- iv) Attested copy of Service Tax Registration No.
- v) Experience certificate from client organizations.

<u>Annexure – II</u>

CENTRAL ELECTRICITY REGULATORY COMMISSION (CERC) Ground Floor, Chanderlok Building, 36, Janpath, New Delhi – 110 001

Financial Bid for providing Security services to CERC

1.	Name of the Firm
2.	Address

3. Telephone No._____ Fax No. _____

Sl. No.	Description	Rate quoted for 12 hrs per day per month	Total (per month)	Remarks (if any)
(a)	Security Guards (17)			
(b)	Supervisor (1)			
(c)	Administrative charges / service charge of the service provider			
	TOTAL			

4. The rates quoted are exclusive of taxes. Taxes applicable shall be payable by CERC.

5. The wages / remuneration of the personnel quoted in the above table should be inclusive of contributions towards ESI, PF and any other (if any).

6. Administrative charges / service charge of the agency should be in percentage of the wages/remuneration of the staff deployed.

Dated: _____

(Signature of the authorized signatory of the Firm)

Full Name	
Mob. No	
(Company Seal)_	