Ref.1000004533

Subject:Deployment of Private Security guards at various locations of PPCL.

Earnest Money Deposit: Rs.43800.00 "in f/o PPCL".
Bid Opening Date 26.11.2013 Time of Opening 11:30:00
Cost of Tender Documents: Rs 750.00 "in f/o PPCL".

Qualifying Requirement: 1. The average annual turnover of the bidder for last three financial years ending 31 March 2013 should be at least Rs. 6.56 Lacs. 2. The bidder must have experience of having executed the order(s) for Deployment of Private Security Guards, during the last 07 financial years ending last day of the previous month in which bids are invited with either of the following: a. Three executed similar works costing not less than Rs.8.75 Lacs each,........,OR b. Two executed similar works costing not less than Rs.10.94 Lacs each,........,OR c. One executed similar work costing not less than Rs.17.51 Lacs. 3. The bidder must have been registered: (i) Under Delhi Private Security agencies (Regulation) Act, 2009 to provide security Service. (ii) Under the Contract Labour (Regulation and Abolition) Act, 1970 and have a valid Labour License. (iii) Under the Govt. of NCT of Delhi, being the local government to regulate the minimum wages to be paid to the employees.

Dear Sir/Madam,

Please send your sealed offer in the enclosed annexure as per the given instructions; otherwise your offer shall be ignored.

Important Guidelines:

Last date of submission of tender: 26.11.2013 upto 11:00:00.
Bid Opening Date: 26.11.2013  Time of Opening: 11:30:00.

Tender opening activity shall take place at Pragati Power Station, CM Department, IP Estate, Ring Road, New Delhi # 02. You may depute your representative to witness the bid opening.

Bids are to be submitted (online) in two parts viz # Part A # Techno-commercial bid and Part B- Price bid. EMD as applicable shall be accompanied (soft copy) with techno-commercial bid. Only techno-commercial bids will be opened on the due date. After evaluation of techno-commercial bids, price bids shall be opened after due intimation to all the bidders.

The bidder shall submit the scanned copy of following documents towards the proof for meeting the QR in Part-1 bid:

1) Visible self attested scanned copy of EPF=< (>),<)> Service tax & TIN registration no as per essential and mandatory requirement.
2) Visible self attested Scanned copy of Work Experience Certificate with executed amount from end user, actual date of start, actual date of completion as per Qualifying Requirements mentioned in the Tender Document and under essential & mandatory requirement of special terms and condition.
3) Visible self attested Scanned copy of Turn Over as per Qualifying Requirements in the Tender Document.
4) Visible self attested Scanned copy of EMD submitted.
5) Visible self attested Scanned copy of Tender Fee submitted.
6) The Bidder should either submit document in respect of having registration with ESI or shall have to give an undertaking that the employees will be covered by group personal accident/mediclaim policy in addition to public liability & work men compensation policy before start of work.

7) The bidder should certify that the firm is not blacklisted/debarred by any Govt. /Semi-Govt. /Board/Corporate/Pvt. Organization and also certify that he will show the originals of self attested copies of submitted/uploaded documents for verification if called for.

Our NIT document, containing the detailed terms & conditions and other instructions is attached herewith.

Thanking You,

Yours Faithfully

Assistant Manager/Manager(C&M)
### Bill of Quantity (Service)

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<tr>
<th>S.NO</th>
<th>Service Code</th>
<th>Service Description</th>
<th>UOM</th>
<th>Qty</th>
<th>Unit Rate</th>
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<tbody>
<tr>
<td>Item no.10</td>
<td>Deployment of Private Security Guards.</td>
<td>AD10001534C Security Guard</td>
<td>MMN</td>
<td>108.000</td>
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**Total Value** ..........................................................

**Bidding Type** : Two Part Bidding

**Evaluation Criteria** : OVERALL BASIS L1
**Scope of work:**

1) Deployment of 03 nos. unarmed security guard at Bamnauli. (01 guard per shift)
2) Deployment of 06 nos. of unarmed security guard at STP (Sewage Treatment Plant) PPS-I. (02 guards per shift)

**Special Terms & Conditions:**

1. **Survival:** All provisions of this contract, which are expressly or by implication to come into or continue in force and effect after the expiration or termination of this contract shall remain in effect and be enforceable following such expiration or termination.
2. **No waiver:**
   1. No waiver by either Contractor of any default or defaults by the other Contractor in the performance of any of the provisions of this contract:
      (i) Shall operate or be construed or be construed as a waiver of any other or further default or defaults whether of alike or different character or
      (ii) Shall be effective unless duly executed in writing by a duly authorized representative of such Contractor:
   2. Neither the failure by either Contractor to insist on any occasion upon the performance of the terms, conditions and provisions of this agreement nor time or other indulgence granted by the Contractor to the other shall act as waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.
3. Security force provided by the Contractor shall at all times and for all numbers of security force deployed with the PPCL in the following format along with two identical passport size photographs:
   1. Full Name
   2. Father’s Name (Full)
   3. Educational Qualification
   4. Details of Training
   6. Permanent address
   7. Local address
4. The Contractor shall make their own arrangements of Transportation, if required, of their members of Security Force to report for duty or while going off duty.
5. **Indemnity Clause:** The Contractor will indemnify and keep indemnified IPGCL of all the claims of members of security forces of Contractor including claims of third party arising out of involvement of members(s) of Contractor security force. In case the PPCL is called upon at anytime by any authority to pay such payment/compensation as admissible, amount/cost of the same shall be recovered from Contractor including the amount payable under any award of any judicial or any other authority including the cost of litigations incurred by the PPCL in this regard.
6. If any information furnished by the Contractor is found to be incorrect at any time, the Contractor is liable to be terminated without any notice and the CPG is liable to be forfeited by the Department.
7. **No TA/DA, Holiday pay etc.** will be paid by PPCL.
8. The Contractor shall comply with all the legal requirements for obtaining license under Contract Labour (R&A) Act, 1970.
9. In shift duties as per directives of the Security officer, PPCL.
10. Contractor shall be responsible for complying with all the provisions of the Arms Act, 1959, and other Acts and rules framed thereunder for either carrying displaying and/or use of the arms by members of the security force in accordance with the provision of the Act and rules applicable from time to time. PPCL will not in any way take any statutory liability for carrying or use or display of any fire arms by members of Contractor, security force as it will be responsibility of the Contractor to ensure proper compliance of all the statutory
obligation of the Act & the rules.

11. Compliance of Labour & other laws: The contractor has to pay minimum wages and other applicable allowance as per DGR to its Guards to be deputed at PPCL. The Guards have to be paid for holidays, weekly offer as per rules. Offer having lower rates shall be rejected. PPCL shall not be responsible for any lapse on the part of the contractor.

12. Trained & Fit security force to be deployed:
   a) The Contractor shall deploy only such members in security force having qualification experience as well as fluency in Hindi (speaking, reading and writing). The personnel should also be able to converse at least in simple English.
   b) The agency shall ensure that the personnel deployed by them are having following minimum qualification:
      Security Guard: The personnel so deployed should not be more than 50 years of age on the date of deployment. Personnel having qualifications matriculation or more be preferred. The height of the personnel deployed should be preferably be more than 5’6”. The personnel so deployed must be mentally and physically fit.

The Contractor shall deploy such members in the security force who have adequate training and are medically fit to discharge the job assigned under this contract.

13. Co-ordination: The Contractor along with nominated PPCL officials shall at all time coordinate with and/or work in co-operation with each other and shall also extend co-operation to the Govt. agencies whenever required to do so.

14. First Aid & Emergency Treatment: The members of the security force of the Contractor will be provided first aid and emergency treatment as is being provided to the other employees of PPCL. However PPCL will not bear any continued expenses of the members of security force of the Contractor in this regard.

15. Secrecy: The Contractor and its members of security force will maintain complete secrecy regarding the entire arrangements and will not divulge any secret to surrender all records, documents, drawings, maps, information relating to the PPCL to which their members of security force may come across or acquired during the continuance of the contract or otherwise. The contractor will also maintain full secrecy after the termination of this contract. The contractor shall ensure that no loss is caused to PPCL. If any damage / loss incurred to PPCL, the decision of PPCL with regard to amount of damages will be binding and final on Contractor. In the event and dispute can not be resolved between the two parties, then any dispute arising out of or in connection with this agreement including any question regarding its existence. Validity or termination or any question as to whether a matter is arbitral, shall be sole Arbitrator governed by arbitration & conciliation Act. 1996 as amended from time to time.

The arbitration shall be conducted in New Delhi the arbitration shall be conducted in English and all written documents used during the arbitration shall be in English. The award shall be speaking award. During any period of arbitration there shall be no suspension of this contract. The matter will be referred to the sole Arbitrator duly appointed by PPCL.

16. Court of jurisdiction: The Court of jurisdiction for the purpose of this agreement shall be Delhi.

17. Covering laws: The rights and obligation hereunder shall be interpreted, construed and governed by the laws of India.

18. Language: The language of this agreement shall be English. All documents, notices. Waivers and all other communication written or otherwise between the parties in connection with the agreement shall be in English language.

19. The requirement of Ex-servicemen is not compulsory. It is open to all agencies.

20. Beside above the following points may also be taken care of.
   a. All the security Guards shall be well equipped with Torch Light, Lath & Whistle along with proper uniform. (raincoat during rainy season)
b. The security agency shall have to provide one mobile no & handset for each location as well as for the supervisor (on round the clock basis) so that communication can be made with the security guards as & when required.

c. The monitoring of the security guards will be done by the respective plant heads/in charge of the location, in coordination with the Supervisor. The supervisor will provide the report of deployment, to the plant heads as & when required. The attendance report will be verified by the plant heads/representative of plant head, before sending it to HR department for releasing Payment.

**Remarks:**

All others Terms & conditions As per NIT of PPCL.
Annexure:

Detailed specifications

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<thead>
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