

TENDER NO: NEC/NAZ/9/2014

**GOVERNMENT OF INDIA
NORTH EASTERN COUNCIL SECRETARIAT
NONGRIM HILLS, SHILLONG-793003**

Tender Document

For

***PROVIDING SECURITY SERVICES FOR WATCH
AND WARD AT THE NEC GUEST HOUSE, PLOT NO
18, CHANAKYAPURI, NEW DELHI – 110 021***

**Price: Rs.500.00
(A Demand Draft for Rs.500.00
(Rupees Five hundred) only in favour
of DDO, NEC Secretariat. Shillong
should be enclosed, if the tender
documents is downloaded from NEC
Website)**

NOTICE INVITING TENDER

The Director (Admn.), North Eastern Council Secretariat, Govt of India, Shillong, Meghalaya INVITES SEALED TENDERS FROM THE REGISTERED SECURITY AGENCIES FOR PROVIDING Watch and Ward (Security Services) on Contract basis at the NEC Guest House, Plot No.18, Chanakyapuri, New Delhi-110 021. Non-transferable tender document containing details of security services along with terms and conditions can be obtained from in charge NEC Guest House, Plot No.18, Chanakyapuri, New Delhi-110 021 on all working days on payment of Rs. 500/- (Rupees Five hundred) only (Non-Refundable) in cash or by Demand Draft payable to any Scheduled Bank as per norms in favour of D.D.O, NEC, Shillong. **Tender will be issued from 23/02/2017 to 04/04/2017** on all working days between 10:00 AM and 5:00 PM to the registered and reputed agencies. The tender papers shall not be issued by post. Tender form can also be down loaded from our website [www.http://necouncil.gov.in](http://necouncil.gov.in) and the cost of tender documents should be enclosed with Technical bid in the shape of Demand Draft in favour of DDO, NEC Shillong, failing which the tender will be rejected.

Sealed **tenders will be received up to 15:00 hrs. on 04/04/2017** and the Technical Bid will be opened on the 10/04/2017 at 16:00 hrs. in the Room No.405 at NEC Secretariat, Nongrim Hills, Shillong-793 003. An amount of Rs. 10,000/- (Rupees Ten thousand) only towards EMD should be deposited in the form of crossed Demand Draft payable to "Drawing & Disbursing Officer, NEC Secretariat, Shillong. The tenders of the agencies/bidders who do not deposit EMD in the above said manner is liable to be rejected. Incomplete tenders and the tenders received after the due date and time will not be accepted. The tender sent by post, received after the due date and time will also not be accepted.

The Director (Admn.), NEC, Shillong reserves the right to accept or reject any or all tenders without assigning any reason thereof. No correspondences shall be entertained in this regard.

Sd/-
Director (Admn)
Government of India
North Eastern Council Sectt.
Nongrim Hills, Shillong-793003

INVITATION OF TENDER

WATCH AND WARD (SECURITY SERVICES) ON CONTRACT BASIS AT THE NEC GUEST HOUSE, PLOT NO.18, CHANAKYAPURI, NEW DELHI 110 022.

File No. NEC/NAZ/9/2014

Dated : 22nd February, 2017.

NOT TRANSFERABLE

INVITATION FOR TENDER (IN TWO BID SYSTEMS) TECHNICAL BID & FINANCIAL BID AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE WORK ANNUAL FOR PROVIDING WATCH AND WARD (SECURITY SERVICES) AT THE NEC GUEST HOUSE, PLOT NO.18, CHANAKYAPURI, NEW DELHI-110 021.

1.	Cost of Tender Form	Rs. 500/- (Non-Refundable)
2.	Issue of tender document	23 rd February, 2017 to 4 th April, 2017 (from 10:00 AM to 5:00 PM)
3.	Last date of receipt of Tender	4 th April, 2017 up to 1500 hrs.
4.	Tender's technical bid to be opened	10 th April, 2017 at 1600 hrs.
5.	Tender to remain open for acceptance	90 days from the date of opening of tender
6.	Date of opening of financial bids	To be intimated to the Technically qualified bidders
7.	The Tender form is also available	http://necouncil.gov.in

Note:

1. The Director (Admn.), NEC Secretariat, Nongrim Hills, Shillong may at his/her discretion, extend this date by a fortnight and such extension shall be binding on tenderers.
2. If the date up to which the tender is open for acceptance is declared to be a holiday the Tender shall be deemed to remain open for acceptance till the next working day.

TENDER DOCUMENT
GOVERNMENT OF INDIA
NORTH EASTERN COUNCIL SECRETARIAT
NONGRIM HILLS, SHILLONG-793003

INVITATION OF TENDER

WATCH AND WARD (SECURITY SERVICES) ON CONTRACT BASIS AT THE NEC
GUEST HOUSE, PLOT NO.18, CHANAKYAPURI, NEW DELHI-110 021.

Note: All communications must be addressed to the Director (Admn.), NEC
Secretariat, Nongrim Hills, Shillong-793 003. The tender form can also be
downloaded from our web.site [www.http://necouncil.gov.in](http://necouncil.gov.in)

F.No.NEC/NAZ/9/2014

Dated :22nd February, 2016.

From : Director (Admn.)

North Eastern Council Secretariat,

Nongrim Hills,

Shillong - 793 003,

Meghalaya.

To

On behalf of the President of India, Director (Admn.), North Eastern Council Secretariat, Nongrim Hills, Shillong, invite sealed tenders in two bid systems (T.B & F.B) for Annual contract for 'Watch and Ward (Security Services) on Contract basis at the North Eastern Council Guest House, Plot No.18, Chanakyapuri, New Delhi-110 021. The terms and conditions of the contract which govern the contract to be made are those contained in the general conditions of contract applicable to the contract placed by the North Eastern Council Secretariat, Shillong and the special terms & conditions detailed in the tender form and its schedules. Please submit your tender if you are in a position to provide the requisite services in accordance with the requirements stated in the attached scheduled.

Last Date and Time for submission of sealed bids	4 th April, 2017 upto 1500 hrs.
Date and time of opening of Tender	Only Technical Bid will be opened on 10 th April, 2017 at 1600 hrs.
Place of opening of bids	To be intimated to the Technically qualified bidders

2. An earnest money of Rs. 10,000/- (Rupees Ten thousand) only must be deposited in the form of crossed Demand Draft in favour of Drawing & Disbursing Officer, NEC Sectt. Shillong. The particulars of the earnest money deposited must also be superscribed on the top of the envelop by indicating the draft/pay order number and date, failing which the tenders will not be opened. In no case Cheque will be accepted. Tender will not be considered if the earnest money is NOT SENT WITH THE TENDER.
3. The Tender must be submitted as per details given in the Schedules – I&II.
4. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting the tender, he will not refile from his offer or modify the terms and conditions thereof. If the tenderer fail to observe and comply with the foregoing stipulation, the aforesaid amount of EMD will be forfeited by the NEC. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will refunded without interest to him after he has applied for the same, in the manner prescribed by the NEC.
5. The Schedule-I & II of the tenders form should be returned intact and pages should not be detached. In the event of the space provided on the scheduled form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases reference to the additional pages must be made in the tender form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter along with the tenders. Overwriting/erasing in rates to be quoted by the tenderer will not be allowed otherwise the tenders may be rejected.

6. The firm should have their establishment in Delhi failing which tender will be rejected.
7. The tenders are liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the tenders is not fully filled in. Individual signing the tenders or other documents connected with the contract may specify, whether he signs it in the capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor of the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm, if it be partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
8. The tender is liable to be ignored if complete information as required is not given therein or if the particulars asked for in the scheduled to the tender is not fulfilled. Only Proprietor/Director of the agency/Pvt. Ltd. Co. are permitted to participate in the tendering process.
9. The quotation would be evaluated based on the firm's turnover, experience in working Govt. Deptt./Undertaking No. of Guards/Supervisor registered with ESI/EPF, the Service Charges quoted and actual amount to be paid to Security Guards/Supervisors.
10. If tenderer does not accept the offer, after issue of letter of award by NEC within 15 days, the offer made shall be deemed to be withdrawn without any notice and earnest money forfeited.
11. In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other related documents must be signed by every partner of the firm. A person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry, it appears that the persons so signing had no authority to do so, the NEC shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure, if any, should be signed by the tenderer.
12. The original copy of the tenders is to be enclosed in double cover. The inner cover should be sealed. The outer cover should be superscribed "Quotation for Watch & Ward (Security Services) on Contract basis at the NEC Guest House, Plot No.18, Chanakyapuri, New Delhi-110 021" with address of this office and the tenderer shall place two envelopes clearly marked containing Technical Bid and Financial Bid separately in the main envelop and to **reach the undersigned on or before 4th April, 2017 upto 1500 hrs.** Right is reserved to reject outstation tenders. Tenders can also be sent by Registered Post but NEC shall not be held liable for late receipt of tenders due to postal delay or other reasons.

13. The rates quoted by each firm for Watch and Ward (Security Services) contract in tenders be given both in words and figures failing which the same is liable to be rejected. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tenders on Tenderer's behalf should be indicated in the tenders. Name and address of permanent representative of the tenderer if any may also be indicated.
14. The North Eastern Council is not bound to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders in whole or in part. Agencies are however at liberty to quote Tenders for the whole or any portion or to state in the tenders that the rates quoted shall apply only if the tenders are considered fully. Other conditional Tenders will not be accepted. Director (Admn.), NEC reserves the right to accept the quotation in part or full and can also reject the tenders without assigning any reason thereof.
15. An amount equivalent to 10% of annual contract value in form of Bank Guarantee should be deposited as Security Deposit by the successful tendered only after receiving a communication from the NEC. In the event of non-deposition of the same, the earnest money will be forfeited.
16. No interest on security deposit and earnest money shall be paid by the NEC to the tenderer.
17. All statutory payment as per the Govt. norms should be quoted by the tenderer.
18. Secretary, North Eastern Council Secretariat, reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the NEC, for any justifiable reasons, not mandatory to be communicated to the tenderer.
19. Decision of Secretary, NEC, shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any on the contract will be settled at his/her level by mutual consultation.
20. The following documents/vouchers are required to be enclosed with the tenders form which are the terms and conditions of the tender's document :-
 - a) Registration certificate of the firm under the work contract issued by the local Govt.
 - b) Minimum turnover of the firm should not be less than Rs. 20,00,000/- (Rupees twenty lakhs) only during the last financial year.
 - c) Last three years continuous experience of the firm in the field of providing such services in Central Govt. establishment/Autonomous bodies of Govt. of India/Corporation of Govt. of India/reputed public or private organizations'-provide the details in enclosed tabular form.
 - d) Certified Balance Sheet of the firm for last year of the service contract by the chartered accountant.
 - e) Duly certified copies of the satisfactory services where the Tenderer is providing the services for the last three years.

- f) Employee EPF registration certificate issued by local Govt. etc.
- g) Employee ESI registration certificate by local Govt. etc.
- h) The contractor/agency must have a registration under the Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall obtain the labour licence under this Act.
- i) Nos. of staff/supervisors registered with their ESI & EPF separately. Minimum Nos. (Security Guards/Supervisors) required with ESI & EPF contributions. Documentary proof of vouchers to be required and may be attached.
- j) Successful Tenderer will have to enter into a detailed contract agreement with the North Eastern Council on non-judicial stamp paper of **Rs. 500/- (Rupees Five Hundred)** for each work.
- k) Only those firms will be considered for financial bid who will qualify in the technical bid.
- l) The firm should have its establishment in New Delhi.

21. Acceptance by the NEC will be communicated by FAX. Express Letter or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the FAX/Express Letter etc. should be acted upon immediately.

Note : The technical bid and financial bid must be submitted in Two Separate Envelops to be sealed and put in a main Envelop/Cover.

Yours faithfully,

Sd/-
DIRECTOR (ADMN.)
NEC SECRETARIAT
NONGRIM HILLS
SHILLONG-793003

GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF THE CONTRACT FOR PROVIDING SECURITY SERVICES CONTRACT

1. BUILDING AND THEIR LOCATIONS : NEC GUEST HOUSE, PLOT NO.18, CHANAKYAPURI, NEW DELHI-110 021. The Security Services Contract are required to safeguard the properties of NEC Guest House, Plot No.18, Chanakyapuri, New Delhi-110 021.

Security Agencies are requested to visit and survey the NEC Guest House, Plot No.18, Chanakyapuri, New Delhi-110 021 for estimating the security check points.

2. Services Required

Sr. No	Security Places	Requirement	No. of guards
1.	Entire NEC Guest House, Plot No.18, Chanakyapuri, New Delhi-110 021.	Round the clock	3 (Three)

Note : 1st Shift= 06:00 a.m to 02:00 p.m

2nd Shift= 02:00 p.m to 10:00 p.m

3rd Shift= 10:00 p.m to 06:00 a.m

3. Services :-

The entire NEC Guest House Building will have to be maintained from Security angles. Complete security of the building and its properties shall be the responsibility of the approved contractor who shall be held accountable for any loss of property/material etc. from within the building/campus as per the detail given below :-

- a) The selected agency shall provide necessary persons for Security Services, contract basis at the NEC Guest House, New Delhi strictly as per the charter of duty and terms and conditions mentioned in the tender form. The agency shall employ good and reliable & robust persons and clean record within the age group of 21 to 45 years to carry out the job contract. In case any of the personnel so engaged by the agency is not found suitable by the Office, the Office shall have the right to ask for its replacement without giving any reason thereof and the agency shall have to replace such person immediately.
- b) The personnel engaged by the agency for this job contract will not be the employee of the NEC and there will be no employer-employee relationship between the NEC and the personnel so engaged by the Contractor.
- c) The agency shall be wholly responsible for making payment of monthly wages and other admissible allowances to the personnel. Minimum wages & VDA, EPF, ESIC as prescribed by the Government of India Ministry of Labour & Employment from time to time shall be payable to the personnel deployed on job contract to this Office by the Selected Agency.
- d) The NEC shall not directly or indirectly engage any personnel of the agency during the period of contract.
- e) The contractor will discharge all his legal obligations in respect of the workers/supervisors to be deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the NEC from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Security, NEC, Shillong shall be final and binding on the contractor.
- f) The security should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of security guards/supervisor is to go on leave under intimation to Director(Admn.) or his authorized official. Changing of security guards/supervisor should be intimated to i/c NEC Guest House, New Delhi.
- g) All the personnel deployed will perform their duty in proper uniform and will maintain a smart turn out. The agency shall, at its own cost, provide suitable uniforms to the personnel, with identity cards.
- h) The tenderer will also have to furnish particulars relating to Income Tax clearance certificate, turnover, infrastructure status etc.
- i) Necessary enlisting/police verification of the firm and its workers is also required.

- j) The agency shall provide Communication Facilities, Metal Detector and Vehicle Mirror at its own cost for smooth functioning of Security Services Job Contract.
- k) The Contractor shall not sub-let the contract.

4. **ELIGIBILITY CONDITIONS:**

- a) The firm should have minimum 5 years experience of performing such job contract in reputed Govt/Semi Govt./Govt. undertaking/University establishment and should have at least one annual security contract of Rs. 3.00 lakh cost.
- b) Minimum Turnover of the Firm should not be less than Rs.6.00 lakhs (Rupees Six lakhs only) during the last financial year.
- c) The firm should have at least adequate Security Guards/Supervisor registered under ESI and EPF. The firm will produce latest ESI/EPF Challan for ascertaining the number of Guards/Supervisor registered with the ESI/EPF.
- d) The firm must have Service Tax Registration Certificate, Registration Declaration of ownership under Indian Registration Act 1908 and Labour License.
- e) The firm must have solvency certificate for at least 7 lakhs from their bankers.
- f) The firm must have the license for operating Security & Reception Services in Meghalaya.

5. **TERMS OF THE CONTRACT** :- Initially the contract will be valid for a period of one year. On the expiry of the contract or on its termination, the NEC reserves the right to renew the contract on monthly/yearly basis on the terms and conditions that may then be mutual agreed upon.

6. **MODE OF PAYMENT**:- The agency shall submit monthly bills for the job performed during the preceding month along with proof of contribution made for ESI/EPF, records of payment made to security guards/supervisor as per the Minimum Wages Act and Service Tax paid for Manpower provided to the NEC. Taxes which are as per the rules of the Govt. shall be deducted at source from monthly bills of the successful tenderer, as per rule. The NEC shall make payment directly to the Agency.

7. **TERMINATION** :- This contract can be terminated by giving Two month's notice on either side and that any notice required to be served shall be sufficiently served on the parties if delivered to them personally or dispatched by the address herein given under registered post. The NEC shall have no responsibility for any loss/damage caused to them. This also cannot be challenged through any court of law.

- **LOSS AND /OR DAMAGES**:- In case of any loss or damage done to the property of the Office by the personnel provided by the agency for security duties at entire campus, full damages will be recovered from the Agency and decision of the Secretary, NEC shall be binding on agency.
 - **An amount equivalenyt to two days of contract amount, subject to a minimum of Rs. 500/- (Rupees five hundred) only will be levied as liquidated damages per day whenever and wherever it is found that the work is not up to the mark in any Section. It will be brought to the notice of the supervisory staff of the firm by NEC and if no action is taken within One Hour liquidated damages clause will be invoked.**
1. Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person(s) will have to be replaced immediately.

8. **SECURITY DEPOSIT** :-An amount of 10% of total annual contract value shall be deposited towards security money/performance guarantee within two weeks from the award of contract. The security shall be refunded to the contractor after satisfactory completion of the contract or adjusted against any damages or loss of property etc. caused by the personnel deputed by the agency. No interest will be paid on the security money deposited with the NEC.

9. The tender is likely to be terminated in case the conditions in the agreement are not fulfilled (The copy of draft agreement is enclosed here with for ready reference vide at Annexure-III).

10. The contractor is advised to have a complete survey of the entire NEC Guest House before offering rates.

11. The contractor has to attach the supporting documents with proper referencing as per the check list (Annexure-iv). No extra documents need to be attached with the tender form.

10. **ABSENCY CLAUSE:**

If any security guards or security supervisor is found missing from the allotted security point for more than one hour, an amount equivalent to double the daily wages of the concerned guards/supervisor shall be deducted from the bill of the contractor/security agency.

ANNEXURE-I

CHARTER OF DUTIES FOR SECURITY SERVICES AT THE NEC GUEST HOUSE, PLOT NO.18, CHANAKYAPURI, NEW DELHI-110 021.

DETAILS	
(a)	Ensure Proper locking/unlocking of all gates, doors and windows and report to supervisor and officer concerned.
(b)	Ensure that no unauthorized persons or vehicle get entry into the guarded premises in an irregular manner.
(c)	Ensure safe custody of keys
(d)	To regulate traffic and ensure proper parking of vehicles
(e)	Conduct regular patrolling along the specified beats and its surrounding area.
(f)	No stray cattle/dogs/monkeys get access to the premises. It is duty of security guards to keep them away from the premises. If fail to do so, penalty clause may be imposed.
(g)	To check pilferage and implement and theft measures
(h)	Check and keep the record of all out going material through gate pass signed by the authorized official of NEC
(i)	Check/control/search staff/manpower engaged by any other contractor or person having access to the building
(j)	Allow no unauthorized persons, hawkers and vendors etc.
(k)	Be conversant with the location of fire alarm switches and hydrant and fire Extinguisher and operate them in case of need and assist the fire brigade in their operation.
(l)	Allow no unauthorized persons except the staff members with due permission of the competent authority in the guarded area.
(m)	To maintain complete record of visitors at all main gates.
(n)	To maintain record of incoming and outgoing vehicles wherever applicable.
(o)	To report unusual events in suspicious circumstances occurring in the area of premises.
(p)	Security guards/supervisors should not leave their point unless and until the reliever comes for shift duties, supervisor will maintain all the registers, which are kept at concerned sections.
(q)	To hoist and lower the National Flag at the office building as per the flag code.
(r)	Any other items of work assigned with the approval of competent authority.

TENDER FOR WATCH AND WARD (SECURITY SERVICES) ON CONTRACT BASIS AT THE NEC
GUEST HOUSE, PLOT NO.18, CHANAKYAPURI, NEW DELHI-110 021.

Full Name & Address of the Tenderer :

In addition to Post Box No, if any,
should be quoted in all communications
to this office.

Telephone Number :

Fax/Mobile Number.

E.Mail address.

From:

To

The Director (Admn.)

North Eastern Council Secretariat,

Nongrim Hills,

Shillong – 793 003.

Sir,

I/We have read all the particulars regarding the General information and other terms and conditions of the contract for Watch and Ward (Security Services) on Contract basis at the NEC Guest House, Plot No.18, Chanakyapuri, New Delhi-21 and agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in Schedule-I to this Tender and I/We agree to hold this offer open till 90 days. The rates quoted will be valid for a period of one year in the event of award of the Contract. I/We shall be bound by a communication acceptance dispatched within the prescribe time.

2. I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
3. The following pages have been added to and form a part of the Tender_____. The Schedule-I & II to accompany this Tender are at pages _____.
4. Every page so attached with this tender bears my signature and the office seal.
5. Pay order/Demand draft No _____ of Rs _____
(Rupees..... only)
drawn in favour of Drawing & Disbursing Officer, NEC Secretariat, Shillong and payable at Shillong is enclosed as earnest money required.

Signature & Seal of the Tenderer with date

Name & Signature of Witness to contractor's signature

Telephone No. Office :

Address _____

Resi.

Occupation _____

Mobile No.

Technical Bids**PART-i**

1	Name of the Firm/Agency	
2	Full address with Post Box No.	
3	Constitution of the Firm/Agency (Attached copy) a) Indian companies Act, 1956 b) Indian Partnership Act, 1932 (Please give names of partners) c) Any other act, if any.	
4	For Partnership firms whether Registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender. ii) If answer to the above is in negative whether there is any general power of attorney executed by all the partner of the firm authorizing the partner who has signed the tenders to refer dispute condemning business of the partnership to arbitration iii) If the answer to (i) or (ii) above is in the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partner.	
5	Name and Full Address of your Banker	
6	Your personal income Tax No/ Ward/ Registration number of the firm	
7	ESI No. of the Firm	
8	EPF No. of Firm	
9	Service Tax Registration No.	
10	Registration no. under Contract Act/License No. Private Security Agencies (Regulation) Rules	

11	Experience in no. of years (Name and address of client departments may be indicated in chronological order and supporting documents may be attached in said manner)	
12	Number of Security/Supervisor registered under ESI/EPF Latest ESI/EPF Challan for ascertaining the number of Guards/Supervisor has to be attached.	
13	Certified copy of bank Solvency certificate to be attached	
14.	The firm must be attached the documentary proof of annual security contract of Rs. 6.00 lakh cost.	

Note : The information required at serial no. 1 to 14 must be accompanied with the certified copies of the documents, and attached as per the serial number failing which the tender is liable to be rejected. No other document needs to be attached with the tender form.

PART-II

1. Earnest Money Deposited : Yes/No

2. Demand Draft number with date and Bank drawn on

PART-III

Name and Address of the firm's representative

And whether the firms would be representing at

The opening of the Tenders

Name of the Permanent Representative to be

Visiting NEC Secretariat, Nongrim Hills, Shillong.

regarding the contract.

Date _____

Place _____

AUTHORISED SIGNATORY

Please add supplementary pages to be numbered wherever needed.

Financial Bid**The financial bid must be enclosed in a separate sealed envelope**

The tender will remain open for acceptance up to 90 days from the date of opening of bid. The rates tendered will be valid for a period of one year from the date of acceptance of the rates.

To

Director (Admn.)
North Eastern Council Secretariat,
Nongrim Hills,
Shillong – 793 003.

Description	Total cost (Lumpsum per month)	Service Charges total cost	Service tax of Total cost	Grand total	Actual wages to be paid per month
	(2)	(3)	(4)	(2+3+4)	(Breakup to be indicated in Annexure- II)
Total lumpsum monthly charges for providing Security services (Watch & Ward) at the NEC Guest House, Plot- 18, Chanakyapuri, New Delhi (not below the minimum wages notified by Govt. of India which ever is higher)					

I/We agree to the forfeiture of the earnest money deposited by me/us in connection with this tender. If I/We fail to comply with any of the terms & conditions in whole or in part as laid down in the quotation form. We have carefully read the terms and conditions of the tender and agree to abide by these in letter and spirit.

Any other terms and conditions that the tender(s) would like to specify form a part of this schedule only :-

Signature _____

Name Seal and address of the firm with Phone No. _____

(This financial bid to be enclosed in a separate envelop with seal)

TENDER FOR WATCH AND WARD (SECURITY SERVICES) ON CONTRACT BASIS AT THE NEC GUEST HOUSE, PLOT NO.18, CHANAKYAPURI, NEW DELHI-110 021.

Breakup of monthly charges to be claimed and actual to be paid

I/We wish to submit out Tender for

Sr. No	Description	Rates is @Rs. For security guards	Actual amount to be paid to Security Guard
		1	2
	a) Monthly Rate		
	b) ESI Contribution		
	c) EPF Contribution		
	d) Other charges if any		
A.	Total cost per head (a+b+c+d)		
B.	Service charges		
C.	Service tax		
D.	Grand Total (A+B+C)		
E.	Contribution by employee for ESI/EPF to be deducted		
	Other deduction if any		
F.	Actual amount to be paid to the employee		

I/We agree to forfeit of the earnest money if I/We fail to comply with any of the terms and conditions in whole or in part laid down in the Tender form.

We have carefully read the terms and conditions of the Tender and are agreed to abide by these in letter and spirit.

Authorized Signature and Seal of the Company _____
 Name & Address of the Firm _____
 Telephone No _____
 Mobile No. _____

DRAFT AGREEMENT TO BE ENTERED BY THE CONTRACTING AGENCY
(Part-I)

1. The Contracting Agency shall carry out the security and watch and ward of the North Eastern Council, Guest House, Plot No.18, Chanakyapuri, New Delhi-110 021 as per the requirements and instructions given to them by the North Eastern Council from time to time for a period of one year. The entire open area and the built up area as mentioned in the general information and term and conditions will have to be maintained from security agencies. Complete security of the building and its properties shall vest fully with the approved contractor who shall be held accountable for any loss of property/material etc. from within the building/campus.
2. A list showing the jobs to be carried out by the Contracting Agency is attached as Annexure-I. However, these are only illustrative and not exhaustive. Additional jobs or modifications in the job will be carried out with approval of the authorities of the North Eastern Council.
3. The Contracting Agency shall render the services on job contract basis which includes EPF contribution, ESI contribution, and any other statutory provisions and liabilities to be discharged by the Contracting Agency.
4. Security guards to be deployed shall preferably be ex-service men or having security services job Contract experience with robust health and clean record within age group of 21 to 45 years. The Security staff provided should be capable of speaking, reading and writing Hindi and English with a minimum qualification of Middle Standard. In case any of the personnel so provided is not found suitable by the North Eastern Council, the NEC shall have the right to ask for his replacement without giving any reason thereof and the agency shall have to replace such persons immediately.
5. The Contracting Agency shall employ their own staff/employees as may be required for the purpose of execution of the work which shall be subject to the approval of the North Eastern Council. Newly selected Security agency has to provide all new security guards and security supervisors. Security guards/Supervisors who had already served in the previously engaged Security Agency by the NEC will not be allowed to be continued in any circumstances.
6. The watch and ward will be round the clock and on all 7 days of the week and shall be changed as per requirement of the NEC from time to time. In case there is any change in employment of the Security Guard, such change shall be intimated to the Contracting Agency in writing.
7. The Contracting Agency will discharge all legal obligation of their employees in respect of their wages and other service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time viz., statutory obligations under Contract Labour (Regulation & Abolition) Act 1970. Minimum Wages Act, Workmen's compensation Act, EPF & ESIC Act, Industrial Dispute Act etc The Contracting Agency will indemnify and keep indemnified the North Eastern Council from any claim, loss or damages that may be caused to the NEC on account of the Contracting Agency's failure to comply with their obligations under the various law towards their staff/employees employed by them or any loss or damage to one part due to acts/omissions of other part. The North Eastern Council will not be responsible for any loss caused so. The contracting agency will be fully responsible in such cases.
8. The Contracting Agency shall give one day weekly off to their security guards/supervisors. The wages of weekly off, payment of relievers, cost of uniform, torch, shoes, lathi, whistle and other necessary items etc. shall be included in the quoted amount (i.e monthly consolidated amount quoted). Nothing extra over and above the quoted amount shall be paid by this office towards above mentioned items.

9. The stationery items like registers, scales, writing pads, pencils, staplers etc. will not be provided by the North Eastern Council and other related items as mentioned above should be provided by the Contracting Agency. NEC will pay only the consolidated quoted by the bidder (as per the content of financial bid)
10. The Contracting Agency shall submit their bills after completion of each month during the first week of the following month of the services rendered previous months to Director (Admn.) The payment will be made on receipt of confirmation regarding satisfactory execution of services by the officer authorized for this purpose. In case the services are not provided up to the satisfaction of the authorities, suitable deduction will be made from the payment at the discretion of Director (Admn.), North Eastern Council, Shillong whose decision shall be final and binding on the Contracting Agency.
11. The Contracting Agency agrees to get all the security staff members and their employees insured against any liability arising under the workman's compensation act or under the common law. The Contracting Agency agrees to indemnify against any claim that the North Eastern Council may have to meet in respect of their staff members and/or workmen/employees on account of any accident or for any other reason.
12. It is further clarified that under no circumstances, the staff member and or the workmen/employees or the Contracting Agency shall be treated or considered or deemed to be the employees of the NEC and the Contracting Agency along shall be responsible for their remuneration, wages etc.
13. The Agency shall provide a coordinator with his name address and telephone no. of immediate interaction with the NEC.
14. Contracting Agency will ensure that no theft or damages to the NEC Guest House's properties should take place during the tenancy of the service contract of the Contracting Agency. In case any theft or damage to the NEC property occurs during the service contract period with the Contracting Agency due to the negligence of the security guards/employees of the Contracting Agency, the Contracting Agency shall be held responsible for such losses and damages. If after an enquiry, the NEC comes to the conclusion that the loss is attributable to the negligence on part of security personnel of the Contracting Agency, the damage may be recovered from the payment bill. The Contracting Agency shall attend all the police cases from time to time during the contract period, if required.
15. The service agency will ensure that the National Flags are hoisted/lowered, at the respectable places on the top of the office building as per the flag code and hence will be completely responsible for the lapse in this regard. Any problem in this regard should be reported in writing to the Director (Admn.) or his authorized representative.
16. The Contracting Agency will provide the security service round the clock in shifts running from 6.00 a.m. to 2.00 p.m; 2.00 p.m. to 10.00 p.m.; and 10.00 p.m. to 6.00 a.m. The Security Supervisor and coordinator of the Contracting Agency shall be present to supervise the security work invariably between the shifts from 6.00 a.m. to 2.00 p.m; 2.00 p.m. to 10.00 p.m.; and 10.00 p.m. to 6.00 a.m. In case any lapse in this regard comes to the notice of Director (Admn.), NEC or his authorized representative, action as deemed fit will be taken to make suitable deduction from the monthly bill of Contracting Agency.
17. If any question or dispute arises between the parties hereto or their representatives with respect to the meaning or effect of any clauses of this agreement or about the rights of liabilities or the parties hereto, the decision of Secretary, NEC will be final and shall be binding on both the parties hereto.
18. The Agency must have the license for operating Security Services in Delhi.

19. Notwithstanding anything contained in clause 12 it is expressly agreed and understood that the Secretary, NEC at its discretion will terminate the agreement in case of following contingencies:

- a) If the Contracting Agency fails to execute the work entrusted to the satisfaction for which NEC shall be the sole judge.
- b) If the Contracting Agency fails to discharge their legal obligations towards the security personnel employed at NEC Guest House, New Delhi..
- c) If for any reason whatsoever, the Contracting Agency is not able to perform their part under this agreement for continuous period of ten days or more.
- d) If the Contracting Agency commits breach of any of the clauses of the agreement.
- e) If the NEC is required to pay any damages and/or compensation and/or any payment to their customers/visitors on account of any negligent action and/or misbehavior on part of the Contracting Agency.
- f) If the Contracting Agency is unable to give proper account of tools, equipment's etc. entrusted to them for their custody and fails to return when demanded for the execution of work under this agreement.
- g) Under no circumstances, the NEC shall be made liable for additional monetary involvement besides that what has been mutually agreed upon.

18. PENALTY CLAUSE

- i) The Security Supervisors and Security guards on duty must possess cap, proper uniform, lathi, whistle, torch light, name badge, black shoes and identity cards etc.
- ii) NO SECURITY SUPERVISORS/SECURITY GUARDS SHALL PERFORM DUTY In case they are found performing double duty, a penalty of double the wages of security guards/security supervisors shall be recovered for total double duty period from the security bill.
- iii) A daily list of Security Supervisor and Security Guards on duty should be provided to this office.
- iv) A detailed list of Security Supervisor and Security Guards along with their names, age and their photographs attested by the agency including permanent address should be provided to the office for record before taking over the charge of security.
- v) If the required number of security guards/Supervisors is less that the required numbers, as a penalty of Rs. 500/- per worker per day will be deducted from the bill.
- vi) Any misconduct/misbehavior on part of the man power deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
- vii) There will be surprise checking by Director (Admn.), NEC or his authorized representative, if shortcomings, if any pointed out by him shall be restored by the agency within 24 hours of its bringing to his notice.

In case of any of the above contingencies, the Secretary, NEC will have the right to terminate this agreement forthwith without any notice and will not be liable to any damages and or loss which may be suffered by the Contracting Agency on account of termination of this agreement.

TERMS & CONDITIONS FOR THE SECURITY GUARDS/SUPERVISORS
(Part-III)

1. The guards should be healthy, desirable age group of 21 to 45 years. The guards must have security service experience and may be shuffled from time to time. The Security staff provided should be capable of speaking, reading and writing Hindi and English with a minimum qualification of Middle Standards. In case any of the personnel so provided is not found suitable by the NEC, the NEC shall have the right to ask for his replacement without giving any reason thereof and the agency shall have to replace such persons immediately.
2. The persons so provided by the agency under this contract will not be the employee of the NEC and there will be no employer-employee relationship between the NEC and the person so engaged by the contractor in the aforesaid services.
3. The guard should perform one shift per day, double duties are not allowed.
4. The guard should not develop social relation with staff.
5. The guard should be provided with Gum boots, uniforms, whistle, searchlight, torch, lathi (raincoats, umbrella during any rainy season) etc. at its own cost.
6. The guard should wear neat uniform while on duty along with identity cards and name batch.
7. They should not leave the point unless and until the reliever comes for shift duties.
8. The Security supervisor will maintain all the registers which are kept at the main gates and other points in the NEC Guest House, New Delhi..
9. Changing of Staff/Supervisor should be intimated to Director(Admn.), NEC, Shillong.
10. They have to verify after office hours 5.30pm that all the rooms, gates, building are locked properly.
11. From 10.00 p.m to 6.00 a.m night rounder must be on patrolling duty in the NEC Guest House, New Delhi by rotation.
12. Patrolling is to be carried out every hour to the identified points and its surrounded area particularly during night hours.
13. They should not give lenient or casual impression in the duties and they should be alert and attentive.
14. They should not allow anybody with vehicles to office or inside the NEC Guest House, New Delhi without proper entry in the visitors registers.
15. They should observe movement of all the officials of NEC, occupants of the Guest House and visitors etc.
16. All the vehicles are to be parked in the parking place only. The vehicle has to be checked by the security guard on duty while coming inside and while going out also.
17. The security personnel should follow strict attendance and alternative arrangements are to be made by the agency whether any security supervisors/security guards going on leave under intimation to Director (Admn.), NEC or his authorized representative.
18. Changing of Security Supervisor/Security Guards should be intimated to the Director (Admn.), NEC or his authorized representative.
19. The security staff should follow the codal formalities of Security System while on duty.
20. The Security personnel should ensure that pass has been issued by the competent officers duly signed by security supervisor for the items taken out of the campus. In case of any doubt, they should immediately contact Director (Admn.), NEC or his authorized representative.
21. Security Agency shall provide extra Security Guards on prior notice for the NEC, as and when required on Prorata basis.
22. Risk Clause: NEC reserves the right to discontinue the service at any time. If the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by raising a separate claim.

CHECK LIST

The following documents have to be attached by the Agency:-

Name of the Participating Firm/Agency: _____

		YES	NO
1.	Tender Document duly filled and signed		
2.	Tenderer's covering letter (As per the enclosed format)		
3.	Crossed Demand Draft for Earnest Money Deposit an amount of Rs.10,000/- furnished		
4.	Registration Certificate of the firm/agency under the work contract of the Govt. of New Delhi.		
5.	Minimum turnover of the firm/agency not less than 5.00 lakhs during the last financial year 2015-16. (duly certified by the Chartered Accountant)		
6.	Last three years continuous experience of the firm/agency in the field of providing such services in Central Government Establishments/State Governments provide the details in enclosed tabular form		
7.	Duly certified copies of the satisfactory services where the Tenderer is providing the services for the last three years		
8.	PAN/TAN number and copy of latest Income Tax Return furnished		
9.	Employees EPF Registration Certificate issued by local Govt. etc.		
10.	Employees ESI Registration Certificate issued by local Govt. etc.		
11.	Service Tax Number		
12.	The Contractor/Agency must have a registration with the Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall obtain the labour license under this Act.		
13.	Nos. of guards/supervisors registered with ESI & EPF separately. Minimum 3 Nos. (Guards/Supervisors) required with their ESI & EPF		
14.	Latest ESI/EPF Challan for ascertaining the number of Guards/Supervisor has to be attached		
15.	Contributions. Documentary proof of vouchers to be required and may be attached		
16.	Certified copy of bank Solvency certificate to be attached		

Important:

The Contractor has to attach the supporting documents with proper referencing.

No extra documents need to be attached with the tender form.

All the rates should be quoted as per the Regional Labour Commissioner (c)/or the States wage chart for this category whichever is higher guidelines including per day wages + VDA. All statutory levies viz. ESIC, EPF, Bonus, Service Tax in a comprehensive detailed statement. Service charges extra, if any.

AN UNDERTAKING TO BE SIGNED BY THE CONTRACTOR

To

The Director (Admn.),
N.E.C. Secretariat,
Government of India,
Nongrim Hills,
Shillong-793 003

Sir,

1. Having examined the tender document thoroughly including instructions to Tenderer's conditions of Contract, mode of payment, Schedule of Contract, Quantities, and Annexure, etc. (every thing mentioned in the tender document), for execution of above mentioned jobs, I/We offer to execute and complete the works, if we are awarded the job.
2. I/We undertake, if our Tender is accepted, to commence the works within seven days of issue of acceptance letter to commence works comprised in the contract.
3. If our tender is accepted, we will furnish the Security Deposit as per the terms and conditions mentioned in the Tender Document.
4. Unless and until an agreement is prepared and executed, the tender together with your written acceptance thereof, shall constitute a binding Contract between us, but without prejudice to your right to withdraw such acceptance.
5. I/We understand that you are not bound to accept the lowest or any tender you may receive.
6. I/We hereby agree and accept all the terms and conditions mentioned in the tender document. I/We also agree to abide by and fulfill all the terms and provisions of the conditions of the contract, and in default thereof to any pay to NEC the sums of money mentioned in the said conditions.

(Signature of the Tenderer)

Date:

Seal:

