



सत्यमेव जयते



Fair Competition
For Greater Good

भारतीय प्रतिस्पर्धा आयोग

COMPETITION COMMISSION OF INDIA

9th & 10th Floor, Office Block – 1,
Kidwai Nagar (East), New Delhi – 110023, INDIA
Ph. : +91-11-24664100, Fax : +91-11-20815022

No. A-42013/3/2014-HR/12932/33/34

21st December, 2018

To.

1. Capt. Munish Chaudhary
M/s 3278/ Munish Chaudhary
Security Agency,
B-292, Sector-8, Dwarka, New Delhi-110077
2. Col Rajendra Kaul
M/s 3309/ Rajendra Kaul
Security Agency,
A1/502 Mayank CGHS, Plot No. 21, Sector-6
Dwarka, New Delhi-110076
3. Col Suresh Kumar Kohli
M/s 3556/ Suresh Kumar Kohli
Security Agency,
10/354 (FF), Sunder Vihar, New Delhi-110087

Submission of Technical and Financial bids – reg

Sir,

The undersigned is directed to state that your name has been sponsored by the Director General of Resettlement (DGR), Ministry of Defence, New Delhi for providing security guards/supervisor and drivers to the Commission on outsource basis. A copy of the DGR letter is enclosed for ready reference.

2. The Competition Commission of India a Statutory body established under the Competition Act, 2002 to promote competition in Indian market, is inviting sealed quotation under Two Bid System i.e. Technical Bid and Financial Bid. Unsealed bids shall be summarily rejected. The validity of the contract will be for a period of one year from the date of contract.

3. You are requested to submit your best rates/quotations for above mentioned service as per the format enclosed. Please note that rates for each item have to be filled in actual figures and not in percentage. Final total in each column may be rounded to the nearest Rupee as deemed fit. Please read the notes in the format before quoting the rates.

4. You are also requested to submit the technical bid with supporting documents and also submit the financial bid in the prescribed format separately.
5. Conditional bids shall not be considered and will be rejected outright at the very first instance.
6. The validity of bids will be 90 (ninety) days from the date of opening of Tenders.
7. All entries in the tender form should be legible and filled in clearly. If the space for furnishing information is insufficient, a separate sheet may be attached, No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the bid shall be summarily rejected. **All the pages of the bid shall be signed by the authorized signatory in ink with rubber stamp of the company.**
8. Competition Commission of India (CCI) reserves the right to amend / cancel any of the terms and conditions in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the CCI in this regard shall be final and binding on all.
9. The sealed envelope containing Technical Bid & Financial Bid separately and should reach by time 1500 Hrs on date 09th January, 2019 at CCI, Office Block Tower-I, Kidwai Nagar(East) 8th, 9th, & 10th Floor, New Delhi-110023 . The same will be opened at 1600 Hrs on 09th January, 2019 at CCI, Office Block Tower-I, Kidwai Nagar(East) 8th, 9th, & 10th Floor, New Delhi-110023, in the presence of the representatives of the Company, if any, who wish to be present on the spot at that time.
10. Name of the selected Agency shall be communicated to the concerned person after evaluations of bids on all parameters. Selected agency will be called for formalities and documentation thereafter.
11. Canvassing in any form is strictly prohibited and tender submitted by the Agency which resorts to canvassing shall be rejected.
12. The agencies are advised to visit the premises to get the onsite assessment of the work on any working between 10.00 AM to 05.00 PM by obtaining prior appointment from the undersigned.

Yours faithfully,



(Surender Singh)
Assistant Director (HR)

Encl: a/a

Copy for information to:

1. The Joint Director (Emp), Directorate General Resettlement, Ministry of Defence, West Block-IV, RK Puram, New Delhi – 110066 w.r.t. letter No 2112/SA/CCI/2018/Delhi/3278/3309/3556/Emp dated 01st November, 2018.

TECHNICAL BID

(To be enclosed in a separate sealed envelope)

For providing manpower on Outsourced basis to Competition Commission of India, New Delhi

| | | |
|-----|---|--|
| 1. | Name of Tendering Company (Attach certificates of registration with a brief profile of the company) | |
| 2. | Name of proprietor / Director of Company | |
| 3. | Set up of the organization, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff | |
| 4. | Full address of Registered Office with Telephone No., FAX and E-Mail. | |
| 5. | Full address of operating/ Branch Office with Telephone No., FAX and E-Mail. | |
| 6. | DGR Empanelment Certificate | |
| 7. | PAN/GIR No. | |
| 8. | Service Tax Registration No | |
| 9. | E.P.F Registration No | |
| 10. | E.S.I Registration No | |
| 11. | Labour Registration | |
| 12. | The agency should have License under Private Security Agency Regulation act 2005 (PSARA) or submit the PSARA License within 03 Months after awarding the tender. | |
| 13. | Affidavit stating that the company is / has not been black listed by Central Government Departments/State/Government/Statutory bodies / Autonomous bodies/PSUs / Private Sector. | |
| 14. | List of similar assignments and numbers of: Manpower provided to Central Government Departments / State Government / Statutory bodies / autonomous bodies / PSUs / Private Sector. | |
| 15. | Objective Testing and Assessment of Professional Skills of Candidates / Manpower: Companies process of Scrutinizing candidates before providing to the Competition Commission of India : Number and type of tests / examination proposed / conducted by the company to ensure that suitable candidates / manpower are going to be provided to the Competition Commission of India | |

| | | |
|----|---|--|
| 16 | Acceptance Letter of Terms and conditions | |
| 17 | Declaration about fraud and corrupt practices (Duly signed & attested as given in the Tender Document – Annexure) | |
| 18 | List of other clients / bids have been submitted | |
| 19 | Any other information to establish financial worth and technical competence. | |
| 20 | Banker of Company with full address /IFSC Code / MICR Code & A/c No. | |

Date & Place

Name: Seal:

Signature of authorized person

Financial Bid for providing Security Services and Drivers

(In Rupees)

| Name of Security Agency | | | | | | | |
|-------------------------|---|------------------|-----------|------------|-----------|-----------------------|-----------|
| Sl. No. | Description | Guard/Lady Guard | | Supervisor | | Driver (@gunman rate) | |
| | | Per Day | One Month | Per Day | One Month | Per Day | One Month |
| A | Basic incl. VDA | | | | | | |
| B | ESI | | | | | | |
| C | EPF | | | | | | |
| D | EDLI | | | | | | |
| E | Admin Charges | | | | | | |
| F | HRA | | | | | | |
| G | ESI ON HRA | | | | | | |
| H | BONUS (8.33% of Min wage per month) | | | | | | |
| I | Uniform Outfit Allowance | | | | | | |
| J | Washing Allowance | | | | | | |
| K | Total | | | | | | |
| L | Relieving Charges 1/6 th of total(K above) | | | | | | |
| M | Total cost per head per day | | | | | | |
| N | Service Charges @14% | | | | | | |
| N | Sum Total | | | | | | |
| O | GST @ 18% | | | | | | |
| P | Grand Total | | | | | | |

Note:-

1. Agency must quote all charges in figures and not percentage only.
2. Monthly quotes must be for 30 days month. Difference of 31/28 days will be accounted for in bills accordingly.
3. Grand Total should be rounded off to the nearest Rupee.

TERMS & CONDITIONS OF CONTRACT

A. Scope of work:

Providing Security Services/Drivers at CCI, Office Block Tower-I, Kidwai Nagar (East) 8th, 9th, & 10th Floor, New Delhi-110023 & HUDCO Vishala, 14, Bhikaji Cama Place, New Delhi hereinafter refers to as "Premises".

2. The agency shall provide security by deploying adequately trained and well-disciplined security personnel to safeguard the CCI premises, moveable and immovable assets, equipment and other items at the above address from thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other person working in/at its premises.

3. The Security personnel shall be deployed round the clock in 3 shifts of eight hours at the places mentioned above to safeguard the premises.

4. The agency shall ensure that water taps/lights/ACs are not left open/on after close of working hours on normal days as well as on off days, as the case may be.

5. The agency shall maintain records of inward and outward movement of officers/staff of CCI and also regulation of guests and visitors' material and vehicles, etc with proper check on the same as per instruction given from time to time by the Competent Authority, CCI.

6. The security supervisor deployed shall take regular round of the premises to maintain vigil and remain alert.

7. The security personnel shall be duly trained in fire safety operations. They should be trained to operate various fire control equipment installed at CCI. Mock fire drills may be organized by the Agency from time to time and a report to that behalf may be submitted to CCI.

8. The Agency shall keep the CCI informed of all the matters of security and co-operate in the investigation of any incident relating to security.

B. Eligibility Criteria

1. The Bidder may be Proprietor firm, partnership firm limited company, corporate body legally constituted and should possess the required licenses, registrations under the Private Security Agencies (Regulation) Act 2005 etc, as per law, valid for at least for 12 months from the award of the contract.

2. The bidders should be empanelled with Director General of Resettlement, (DGR) Ministry of Defence, Government of India.

3. The bidder should have working office in Delhi with full address, phone, mobile number, email and fax. The agency will submit the bonafied document along with the tender document.

4. There should be no case pending with the police or any governmental agency against the Proprietor/Firm/Partner to the Company / Agency.
5. The agency shall provide the services of Security Guard and Supervisor and drivers.
 - a. The agency shall provide "90% Ex. Servicemen Guard and Supervisor". The Supervisor should be of the level of JCO in Army, Navy, Air force. The Guard should not be above the age of 50 years and supervisor should not be above the age of 55 years. The drivers may be ex-servicemen or civilian but must have driving licence with five years of experience with reputed office(s) with senior officers. The Drivers should not be above the age of 45 years. All Ex-servicemen are required to produce Discharge Certificate.
 - b. The Supervisor, Security Guards Drivers should be of sound physical and mental health and should be educationally qualified i.e. minimum matriculation for guard, drivers and Higher Secondary School (HSC) for supervisor. Their character and antecedents must be duly verified from the concerned police station. The company/Agency should maintain proper record/ document of the same. These documents are required to be produced to CCI whenever required: failing which their engagement shall be deemed as cancelled.
 - c. The wages should not be lower than the provisions as contained in Minimum wages Act 1948 read with Payment of minimum wages(amendment) Act 2017, Payment of wages act 1936, Contract Labour (Regulation & Abolition Act, 1970) and Directorate General of Resettlement Board for different categories as applicable, a certificate to that effect should be submitted with the financial bid.

C. Terms & Condition

1. The security services and provision for the required manpower shall be as under:

| | |
|--------------------------|----|
| (a) Security Guard: | 24 |
| (b) Security Supervisor: | 02 |
| (c) Drivers : | 04 |

However, the above number and arrangement for the deployment of the manpower is without prejudice to the rights of CCI to deploy the manpower in any other number or manner considered to be more suitable in its interest.

2. The agency in all circumstances will disburse salary before 07th of every month through ECS/NEFT/Cheque facility, even if the bill is delayed by the Administration for want of any information/document/clarification or unfair practices by the Agency. It will be the responsibility of the agency to submit the bill by 10th of every month along with payment sheet duly signed by authorized representatives of employer and complete in all respect.

3. The list containing the names, verified addresses, affixing a photograph along with their signatures and bio-data of each ex-serviceman to be appointed by the agency should be submitted with the Technical Bid along-with attested copy of documentary proof of "Ex-servicemen" as per rules.

4. Bio-data with photo of all the employees should be submitted within seven days from award of contract for verification of HR division, CCI. The physical appearance of Security Guards in full dress be arranged before deploying them on duty.
5. The approximate number of person required to be engaged will be 24 guards 04 Drivers and 02 Supervisors. However, the Commission reserves the right to change the number of Guards, Drivers and supervisors at its discretion at any time and the agency shall be bound to provide the amended number as required.
6. The agency will deploy security personnel after Medical Examination at its own cost. These documents are required to be produced to the CCI whenever required: failing which offer letter will be treated as cancelled.
7. Any change in the personnel deployed will not be allowed without prior approval/permission of the Competent Authority, CCI or its authorized officer.
8. Payment to the security personnel shall be made only through ECS/NEFT/Cheque facility.
9. In case of revision in wages by Government of NCT Delhi/Ministry of Labour, Government of India/Director General Resettlement, Ministry of Defence, in writing, the corresponding revised rates shall be payable by the CCI after approval of the Competent Authority of CCI.
10. The Performance Deposit shall be returned to the agency on expiry of the contract period on furnishing usual clearance/No demand Certificate. The Performance Deposit shall be returned on the expiry and termination of the contract subject to conditions that the security agency has indemnified the 1st party, CCI, New Delhi for all monthly payments to the staff. The security Agency while requesting for release of the security deposit shall certify that all payments to the employees & EPF, ESI & Welfare Cess contribution have been fulfilled and that the CCI authorities shall not be responsible for any such payments & dues pending to the staff arising out of the decision of the labour court, if any.
11. Commencement Date, the contract shall come into force from the date of Agreement signed by both the parties. In case the agency fails to execute the job after signing the Agreement Deed or leave the job before completion of the period of contract at their own accord, the competent authority, CCI shall have the right to forfeit the Performance Deposit by the Agency for execution of the Contract.
12. The contract can be terminated by the 1st party (CCI, New Delhi) by giving one Month's notice without assigning any reason. The 2nd party (Contractor), if so desires can terminate the contract by giving three months' notice.
13. The agency should have license under Private Security Agency Regulation Act 2005(PSARA) from the date of award of the contract.
14. The agency shall obtain Labour License under the Contract Labour (Regulation and Abolition) Act, 1970 from the appropriate authority, and shall produce the license within three months from the commencement for the contract.

15. In addition to existing criteria for selection, in case there is any tie in the rates, the documentary support on the period of experience for engagement of personnel in the CCI and number of such personnel, shall be given more weight age in selection.
16. The Security agency should not have been black-listed/debarred by any organization at any time.
17. An undertaking will also be submitted by the agency that all the information & documents provided by them are correct & true. If any information & documents submitted by the agency are subsequently found to be false the contract will be summarily rejected.
18. All the rules and regulation enforceable from time to time shall be complied with.
19. The personnel provided by the agency will at all time and for all purposes, be the employee of the agency. The CCI shall have the right to remove any personnel from agency who is not discharging his duties satisfactorily or his conduct is found dubious or unbecoming in nature without assigning any reason. In case of any replacement of personnel so provided, all replaced persons will possess the requisite qualifications.
20. The agency shall not engage any sub-contractor or transfer the contract to any other person in any manner.
21. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
22. The agency will submit the proof of deposit of EPF, ESI and GST/ service tax within 3 weeks from the disbursement of wages every month, to the CCI. Copy of the vouchers in relation to ESI, EPF subscription and GST/service tax deposit with the bank/authority should be submitted every month with certified of the list of deployed drivers, security guards and supervisor against whom the amount is deposited.
23. It would be desirable that the security staff provided should have knowledge of Fire Fighting, First Aid, Scooter/ Motor Cycle/ LMV Driving & handling of Wire-less communication / meter detector/ CCTV equipment. All Guards, Drivers & Supervisor should have working knowledge of HINDI/ENGLISH.
24. The Agency shall supply trained manpower. The Agency shall also undertake at its own expense in consultation with the Commission, a continuous updation of skills and processes and procedure to be followed by the security staff provided to the Commission by organizing suitable training schedules for them. The Agency shall also provide a tentative schedule / plan for training its staff for one year. A proper record of the training of its staff shall be maintained by the agency. The manpower provided by the agency shall also be trained on the existing fire detection and alarm system and firefighting system installed in the premises. In case of an outbreak of fire they should be able to undertake firefighting operations, The Staff selected for deployment will compulsorily undergo ON-SITE training for at least 03 days under the Agency arrangements and expense.

25. The agency shall supply uniforms (all weather), raincoat/umbrella, with Photo Identity Cards to the persons engaged by it at the agency's cost for which no deduction should be made from the monthly wages of the security personnel so deployed by the agency. The Commission shall not allow any employee of the agency to work inside the premises without uniform except in cases where-in specifically asked for. If during the period of contract the uniform is torn, it shall be the responsibility of the agency to supply another uniform to the persons and ensure that the persons wear uniform while they are on duty in the Commission. The agency shall supply Guard pocket inspection Books to all guards post wise at its own cost.

26. The security guards shall be normally required to work in three shifts basis, Security Guards/Supervisor will not be allowed to perform double duty and weekly offs must be given to the security Personnel.

27. The successful tenders will have to deposit a performance security @ 10% (Ten Percent) of the one month bill (as per DGR guidelines) within 15 days of the receipt of the formal order/singing of agreement. The performance security will be furnished in the form of the account Payee Demand Draft or Bank Guarantee drawn in favour of COMPETITION COMMISSION OF INDIA (COMPETITION FUNDS) A/C or fixed Deposit Receipt (FDR) from a Commercial Bank made in the name of Service Provider Company but hypothecated to the COMPETITION COMMISSION OF INDIA. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the agency.

28. The agency shall have a proper system for checking the guards on duty, days & night for every shift. Records of the same should be effectively maintained and shortcomings if any should be immediately rectified. A daily/shift report should be submitted to the Asstt. Director (CS) in respect of manpower deployed in Office Tower at Kidwai Nagar (East) and DDG (CS) in respect of manpower deployed in HUDCO Vishala, during the office working hours.

29. The agency's supervisors shall take care of queries/matters relating to general discipline, incidents, accidents relating to the company and its employees and also for immediate interaction with the Assistant Director (Corporate Service Division), CCI New Delhi.

30. The agency shall not be allowed to change its name after the award of the contract.

31. Biometric system should be installed by the contractor at its own cost for daily attendance in three shifts and details should be sent by email after half an hour of the commencement of each shift followed by hard copy submitted during the course of the day. **The bills shall be accompanied by attendance generated by biometric system.**

32. The security agency shall maintain all the records including verified residential address of security personnel deployed at the CCI. The details of the security personnel involved in any incidence/case may be kept in the safe custody/records so that the same could be produced to the civic/ police authorities by the agency direct/ even after completion of the contract.

33. The agency is liable to be debarred for a period up to 03 years to participate in in any tender/contract in the Commission of India against any breach of the contract at the discretion of Secretary, CCI. The matter may also be referred further to the Govt. Authorities for initiation of procedure for blacklisting the agency.

34. The checklist is not exhaustive, the bidders are requested to read all the terms & conditions before submitting their tenders.

Use of electronic equipment's, gadgets and communication tools

35. The agency will provide electronic equipment like mobile phones/walkie-talkies to Supervisor and Drivers. The Agency will constitute a patrolling unit to oversee the working of security personnel especially at night hours (7.00 PM to 7.00 AM) and they will also maintain a log book to be placed for scrutiny of security officer-in-charge.

36. The agency will also provide the electronic equipment, gadgets to their supervisor, guards and patrolling party like Torches & cell & Metal Detecting devices, and other implements as also stationery for writing duty charts, registers at security check points and record keeping as per requirements.

37. The agency will bear all the expenses incurred on the above electronic equipment and gadgets.

38. The CCI shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The CCI does not recognize any employee employer relationship with any of the workers of the contractor.

39. If, as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, it shall be recovered by the CCI from the agency.

40. If any underpayment is discovered, the amount shall be duly paid to the agency by the Commission.

41. The bidder shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Commission.

42. The bidder will have to enclose the proof/copies of the challan showing payment of statutory dues for the previous month along with monthly bills.

43. The bidder should have its own manager/supervisory/field officer to deal with emergent situation.

OTHER OBLIGATIONS OF THE CONTRACTOR

1. The agency shall have full compliance with tax laws of India with regards to this contract and shall be solely responsible for the same. The bidders shall submit copies of acknowledgements evidencing filling of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc... of the contractor in respect thereof, which may arise. The contractor shall also comply with all applicable statutory liabilities such as labour laws etc.

E. Dispute Resolution

(a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Competition Commission of India, New Delhi.

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act, 1996 as amended from time to time.

(a) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceedings and currency of contract the Contractor shall not be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payments to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

F. JOB RESPONSIBILITIES

1. To provide security cover at the premises of the Commission at Office Complex Tower-1, Kidwai Nagar(East), New Delhi-110023 and HUDCO Vishala, Bhikaji Cama Place, New Delhi.
2. The agency shall be responsible for all security measures and arrangements to safeguard the moveable and immovable property and prevention of theft within the premises of the CCI at Kidwai Nagar and HUDCO Vishala, New Delhi.
3. Prevention of unauthorized entry of personnel including all types of outside vendors etc in the premises.
4. Firefighting arrangements at both the duty places.
5. The agency staff shall work under the direct supervision of security supervisor on duty and they will be deployed in three shifts. The timing of start and end of each shift should be fixed up in consultation with Assistant Director (Corporate Service Division), CCI, New Delhi. The supervisor of the concerned shift will submit the attendance of the personnel within 15 minutes of the commencement of the shift to Assistant Director (Corporate Service Division), CCI New Delhi for verification.
6. The agency will provide proper uniform, whistle and baton for the day shift workers and five cell Torch Light for staff on night duty.
7. The agency will be fully responsible for the performance and fitness of their personnel (Guards and Supervisor). For this, the agency will have to keep close liaison with the Assistant Director (Corporate Service Division (, CCI, New Delhi.
8. The agency will have to maintain a round-the-clock Control Room with Telephone No., Mobile No. names of persons manning the Control room in their office for any urgent communication regarding any extra-ordinary situation, the details of which will be supplied to the CCI.
9. The agency will provide their own communication system to their supervisory for the coordination with the Assistant Director (Corporate Service Division (, CCI, New Delhi.
10. Any other work of similar nature assigned to the agency by the Assistant Director (Corporate Service Division (, CCI, New Delhi from time to time.

LIST OF ADDITIONAL CONDITIONS-(SCOPE OF WORK)

The Company shall provide Security to the CCI by deploying fail-safe Security measures, providing early warning, and mobilizing trouble shooting elements. The items or situation that have to be covered by security services of the company are enumerated with important but non exhaustive list as below:-

- a. Protection of property and personnel of CCI
- b. Protection of cash and documents, when so specified in transit.
- c. Protect property/cash/documents of CCI against burglary (where loss is due to entry breaking the entry lock/door/window/grill.)
- d. Regulate access control at gates, prevent misuse of CCI facilities by outsiders preventing tress-passing, unauthorized parking.
- e. Prevent loss that is on account of lapse in "access control measures" at Gates of the CCI.
- f. Undertake firefighting operations with the provided equipment.
- g. Prevent trespass in specified areas/offices in the office premises of the CCI.
- h. Regulate parking of vehicles in designated areas of the CCI.
- i. Provide security during official functions inside the CCI.
- j. Conduct security audits/surveys/investigations/consultancies as per requirements.
- k. Conduct periodic training of security guards.
- l. Provide security for specific functions within the CCI.
- m. Adhere to the standard operating procedures(SOPs) given by the Assistant Director(Corporate Service Division) or his / her nominee which may be modified from time to time by the Secretary, CCI his/ her nominee.
- n. The company should be able to provide extra security guards at 2 days' notice.
- o. Carry out any other job assigned by the Secretary, Competition Commission of India or his/her nominee in the interest of security of the CCI.

PENALTY CLAUSE

1. In case of any loss/theft of property of the CCI, the Competent Authority, CCI will consider the circumstances leading to the loss/theft and if the responsibility is fixed upon the agency by the CCI, the agency will make good the loss within a specified period or else deduction of the costs will be made from the following month's bill or from any payment due to the Agency.
2. For any breach of contract, the Competent Authority, CCI or his/her nominees, shall be entitled to impose a penalty to the extent of Rs 15, 000/- on the first occasion upon the agency in the event of breach, violation or contravention of any of the terms and conditions contained herein brought to the notice of the Competent Authority, CCI.
3. In the event of second breach, violation, contravention of any of the terms the extent of penalty will be doubled on each such occasion. The decision of the Secretary, CCI in this regard shall be final and binding upon the agency. Some of the instances at which penalty would be imposed, are enumerated herein below, the list if only indicative not exhaustive:-
 - (a) If the personnel are not found in proper uniform and displaying photo identity card.
 - (b) If the personnel found indulging in smoking/drinking/sleeping during duty hours.
 - (c) If the personnel found performing double duty.
 - (d) In case of any lapse/ default in the security.
 - (e) The agency is supposed to provide the required number of personnel, if the agency is not able to provide the same required number of personnel, a penalty for shortage of attendance will be imposed to the extent of double the wages, per day for each day of absence.
 - (f) Penalty will also be imposed if the behaviour of personnel is found discourteous & against the public interest.
 - (g) If any Guard/Drivers/Supervisor is found performing duty, submitting a fake/forged documents supporting a false claim.
 - (h) The agency shall hire Ex-Servicemen from army, navy, air-force and paramilitary forces for security guards/supervisor and civilian/ex-servicemen for drivers. In case, the Agency continues to default on this account for more than three months, the contract shall be terminated with one month's notice to the agency and the same shall become liable for all consequences as per the terms and conditions forthwith.

Other Terms and Conditions

1. The security services and provisions for the required manpower shall be as under:

| Sl.No | Particulars | Nos. |
|-------|---------------------|------|
| 01 | Security Guard | 24 |
| 02 | Security Supervisor | 2 |
| 03 | Drivers | 4 |

However, the above number and arrangement of deployment of the security personnel is subject to change and without prejudice to the right of CCI to deploy the security personnel in any other number of manners considered to be more suitable in its interest.

2. The agency shall ensure that the security personnel deployed are preferably Ex-Servicemen in sound physical and mental health and not more than 45 years of age. The agency will get their antecedents, character and conduct duly verified from the competent authority in this regard.
3. Particulars of the personnel with complete necessary details, to be deployed by the agency including their names and addresses etc shall be furnished to CCI along with testimonials before they are actually deployed for the job.
4. The agency shall not deploy or shall discontinue deploying the person(s), if so desired by the CCI at any time without assigning any reason whatsoever.
5. A local representative of the agency shall be in-charge of the security system and shall be responsible for the efficient rendering of the service under the contract. While working at the premises of CCI, they shall work under directives and guidance of Head, CCI and will be answerable to CCI. This will, however, not effect /mitigate in any way the agency's responsibility under contract with the CCI.
6. The agency shall deploy security guards trained in all facets of security work, including firefighting. The agency shall provide necessary undertaking and documentary evidence in this regard.
7. The visitors shall be regulated as per CCI procedure and norms and records thereof maintained as stipulated. Further, the visitors shall be attended with due courtesy.
8. A senior level representative of the agency shall visit CCI premises at least once a-week and review the service performance of its personnel. During the weekly visit agency's representative will also meet the CCI officer dealing with service under the contract for mutual feedback regarding the work performed by its personnel and removal of deficiencies, if any, observed in their working.

9. The agency shall ensure that any replacement of the personnel, as required by CCI for any reason specified or otherwise, shall be effected promptly without any additional cost to the CCI, if the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the CCI at the agency's own cost.
10. The agency shall provide reasonably good uniform with name badges to its personnel deployed at CCI at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The incidentals, such as belt, shoes socks, caps, torch with cane stick, gun, bullets etc shall be borne/supplied by the agency at its cost.
11. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the Competition Commission of India (CCI)/Govt of India/ any state union territory and local authority.
12. The day to day functioning of the services shall be carried out in consultation with and under the direction of CCI. Proposals for efficient functioning of the security systems shall be discussed, considered and implemented from time to time by the agency with prior approval of CCI.
13. The agency shall be solely responsible for compliance with the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc, relating to personnel deployed by it at CCI or for any accident/injury caused to them and the CCI shall not be liable to bear any expense in this regard. The agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the CCI for whatever reasons. The agency shall also be responsible for the insurance of its personnel. The security agency shall specifically ensure compliance of various law/acts, including but not limited to with the following and their re-enactments/amendments/modifications.
 - i. The payment of wages Act 1936
 - ii. The Employees Provident Fund Act, 1952
 - iii. The Factories Act, 1948
 - iv. The Contract Labour (Regulation) Act, 1970
 - v. The Payment of Bonus Act, 1965
 - vi. The Payment of Gratuity Act, 1972
 - vii. The Employees State Insurance Act, 1948
 - viii. The Employment of Children Act, 1938
 - ix. The Motor Vehicles Act, 1988
 - x. The Minimum wages Act, 1948
14. In case of any theft/pilferage/loss/misdoing or any other offence, the agency will investigate and submit a report to CCI within such time as may be prescribed, liaison with the police. FIR will be lodged by CCI, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.

15. The agency shall ensure that security staff appointed by it is fully loyal-to assist the CCI during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of the CCI.
16. In case of any loss that might be caused to the CCI due to lapse on the part of the security personnel discharging security responsibilities, will be borne by the agency and in this connection, CCI shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to CCI besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the contractor, CCI shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
17. In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.
18. As and when CCI requires additional security staff on temporary or emergent basis, the agency will depute such security personnel, as may be required, under the same terms and condition for which a notice of two days will be given by the CCI. Similarly if the security personnel deployed by the agency are found absent from duty or sleeping or found engaged in irregular activities any time, the CCI shall deduct the requisite amount at the pro-rata basis from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
19. The agency shall arrange to maintain at the security desk/booth, the daily shift-wise attendance record of the security personnel deployed by it showing their arrival and departure time. The agency shall submit to CCI an attested photocopy of the attendance record copy of wages sheet, copy of ESIC & EPF deposited form and enclose the same with the monthly bill.
20. The CCI shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
21. There would be no increase in rates payable to the agency during the contract period except reimbursement of the statutory wages as may be revised by the Government.
22. The Income-tax/GST as applicable shall be deducted from the bill unless exempted by the income/Sales tax Departments/any other law for the time being in force.
23. The security personnel deployed by the agency shall have at least the minimum elementary knowledge of reading and writing so as to able to make entries in the Registers kept at the security Desk/Booth wherever required and also to write their names in the attendance register and mark their arrival and departure by signing in the register.

24. In case of noncompliance/non-performance in terms of the contract, CCI shall be at liberty to make suitable deductions from the bill without prejudice to its rights under other provision of the contract and that the services shall be delivered to the complete satisfaction of CCI.
25. The agency shall be solely liable for all payments/dues of the workers employed and deployed by it. The agency shall fully indemnify CCI against all the payments claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment / work in CCI premises/facility.
26. Set Off: Any sum of money due and payable to the contractor(including performance deposit) under this contract may be appropriated by CCI and set-off against any claim of CCI for the payment of any sum of money arising out of or under this or any other contract made by the contractor with CCI.
27. The decision of CCI in regard to interpretation of the Terms & conditions and the agreement shall be final and binding on the agency.
28. In case of any dispute between the agency and CCI. CCI shall have the right to decide, however local court located at Delhi shall have exclusive jurisdiction to adjudicate the dispute arising out of or in relation to this contract.
29. In case of any dispute or differences arising under the terms of this agreement the same shall be settled by reference to arbitration by a sole arbitrator to be appointed by CCI. The provisions of arbitration and Conciliation Act 1996(as amended from time to time) shall be applicable.
30. Any violation of instruction/agreement of suppression of facts or any misrepresentation shall repudiations of the agreement without any reference.
31. An agreement shall be signed with the successful bidder as per specimen enclosed.

Note: these terms and conditions are part of the Contract/ Agreement as indicated in the Agreement between CCI and the agency and any non-compliance shall be deemed as breach of the Contract/Agreement.

G. Site visit

Any site information given in this tender document is for guidance only. The tenderers are advised to visit and examine the site of works and its surroundings at his/her/their cost and obtain for himself/herself on his/her own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The agency shall be deemed to have inspected the site and its surrounding beforehand and taken into account all relevant factors pertaining to the site in the preparation and submission of the tender.

H. Payment:

1. Contractor will submit monthly pre-receipted (affixing the Revenue Stamp) bills dully supported with necessary check list, log sheets etc along with the proof of deposit of ESI, PF and service tax (if applicable) copy of attendance sheet, copy of wages payment sheet etc. CCI will make payment to the contractor within one month after receipt of the bills after deduction of applicable taxes/TDS/GST etc.
2. If the checklist, log sheets and instructions of CCI does not show proper compliance of works to be done by the contractor as per schedule: CCI will make suitable deduction from the contractor's bills. If the contractor fails to maintain the services as per contract, in such event CCI will deduct actual cost incurred on this work plus 5% extra for departmental service charges.
3. In case of short deployment of manpower as given in the contract, CCI will make suitable deduction from the bills on the basis of minimum wages as applicable.
4. The contractor shall be responsible of proper maintenance of decorum, punctually, discipline and work output. The staff at site will be in uniform with identity card provided by the contractor. The colour of uniform will be decided by CCI.

I. Clarification of Tender Documents

- (a) The tenderers are expected to examine carefully all the contents of the tender documents including instruction, condition, forms, terms, etc and take them fully into account before submitting his/her offer. Failure to comply with the requirement as detailed in these documents shall be at the tenderers own risk. Tenderers which are not responsive to the requirement of the tender documents will be rejected.
- (b) The tenderers shall not make or cause to make any alternation, erasure or obliteration to the text of tender documents.
- (c) Each agency shall submit only one tender. The tenderers who submit more than one tender for the same work will be disqualified. While all efforts have been made to avoid error in the drafting of the tender documents, the t tenderers are advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

DECLARATION

I, _____ son/Daughter/Wife of Shri _____ Proprietor/Director, authorized signatory of the Company, mentioned above, is competent to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information/ documents furnished along with the above application are true, correct and authentic to the best of my knowledge and belief. I/we, am/ are well aware of the fact that furnishing of any false/misleading information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name :

Seal:

Date:

Place:

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

- a) We have not directly or indirectly or through an agent engaged or indulged in any unfair/corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Terms and Conditions of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
- b) We have taken steps to ensure that in conformity with the provisions of section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- c) We Certify that in regard to matters other than security and integrity of the Country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the project or which relates to a grave offence that outrages the moral sense of the Community.
- d) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- e) We further certify that no investigation by a regulatory authority is pending/contemplated either against us or against our CEO or any of our directors/managers/employees.

Signature;
Name & Designation with office Seal

Submission of Technical and Financial Bids-reg.

Sir,

The undersigned is directed to state that your name has been sponsored by the Director General of Resettlement, Ministry of Defence, New Delhi for providing Security Guards, Supervisor and Drivers to this Commission of outsource basis. Copy of the DGR letter is enclosed for ready reference.

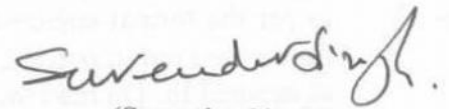
2. The Competition Commission of India, a Statutory body established under the Competition Act, 2002 to promote competition in Indian Market, invites sealed quotation under Two Bid System i.e. Technical Bid and Financial Bid. The validity of the contract will be for a period of one year from the date of contract.
3. You are requested to submit your best rates / quotations for above mentioned service as per the format enclosed. Please note that charges for each item have to be filled in actual figures and not in percentage. Final total in each column may be rounded to the nearest Rupee as deemed fit. Do read the notes in the format before quoting the figures/quotes.
4. You are also requested to enclose copies of following documents with technical bid:-
 - (a) DGR Empanelment Certificate.
 - (b) Delhi State PSARA License.
 - (c) PAN Card
 - (d) EPF Registration
 - (e) ESI Registration
 - (f) Service Tax /GST Registration
 - (g) Labour Registration
 - (h) Any other document/ certification to support your eligibility for the contract
5. The Financial bid shall be submitted in the prescribed format separately.
6. Conditional bids shall not be considered and will be rejected out rightly at the very first instance.
7. The validity of bids will be 90 days from the date of opening of Tenders.
8. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet may be attached. No overwriting or Cutting is permitted in the Financial Bid Form. In such cases, the bid shall be summarily rejected. All the pages of the bid shall be signed by the authorized signatory in ink with rubber stamp of the Company.
9. Competition Commission of India (CCI) reserve the right to amend/ cancel any of the terms and Conditions in the Tenders Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the CCI in this regard shall be final and binding on all.

10. The envelope containing Technical Bid & Financial bid separately and should reach by 1500 hrs on 09 January, 2019 at Competition Commission of India, 8th -10th Floor, Office Block, Tower-1, Kidwai Nagar (East), New Delhi-110023. The same will be opened at 1600 hrs. on 09th January, 2019 in Competition Commission of India 8th -10th Floor, Office Block, Tower-1, Kidwai Nagar(East), New Delhi, in the presence of the representation of the Company , if any, who wish to be present on the spot at that time.

11. Name of the selected contender will be communicated to the concerned person after evaluations of bids on all parameters. Selected agency will be called for formalities and documentation thereafter.

Encl: a/a

Yours Faithfully



(Surender Singh)
Assistant Director (HR)

Financial Bid for providing Security Services and Drivers

(In Rupees)

| Name of Security Agency | | | | | | | |
|-------------------------|---|------------------|-----------|------------|-----------|-----------------------|-----------|
| Sl. No. | Description | Guard/Lady Guard | | Supervisor | | Driver (@gunman rate) | |
| | | Per Day | One Month | Per Day | One Month | Per Day | One Month |
| A | Basic incl. VDA | | | | | | |
| B | ESI | | | | | | |
| C | EPF | | | | | | |
| D | EDLI | | | | | | |
| E | Admin Charges | | | | | | |
| F | HRA | | | | | | |
| G | ESI ON HRA | | | | | | |
| H | BONUS (8.33% of Min wage per month) | | | | | | |
| I | Uniform Outfit Allowance | | | | | | |
| J | Washing Allowance | | | | | | |
| K | Total | | | | | | |
| L | Relieving Charges 1/6 th of total(K above) | | | | | | |
| M | Total cost per head per day | | | | | | |
| N | Service Charges @14% | | | | | | |
| N | Sum Total | | | | | | |
| O | GST @ 18% | | | | | | |
| P | Grand Total | | | | | | |

Note:-

1. Agency must quote all charges in figures and not percentage only.
2. Monthly quotes must be for 30 days month. Difference of 31/28 days will be accounted for in bills accordingly.
3. Grand Total should be rounded off to the nearest Rupee.

DECLARATION

I, _____ Son/Daughter/Wife of Shri _____ Proprietor/Director, authorized signatory of the Company, mentioned above, is competent to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name:

Seal:

Date:
Place:

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

We certify that in the last three year, we have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

- a) We have not directly or indirectly or through on agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
- b) We have taken steps to ensure that in conformity with the provisions of section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- c) We Certify that in regard to matters other than security and integrity of the Country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cost a doubt on our ability to undertake the project or which related to a grave offence that outranges the moral sense of the Community.
- d) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- e) We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/managers/ employees.

Signature;
Name & Designation with office Seal