



सत्यमेव जयते



Fair Competition
For Greater Good

भारतीय प्रतिस्पर्धा आयोग

COMPETITION COMMISSION OF INDIA

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No.A-42013/3/2014-HR

17th December 2014

TENDER NOTICE

Providing Security Personnel and Drivers for Office of the CCI and O/o DG, CCI, New Delhi

Sealed tenders in "Two bids system" (Technical Bid and Financial Bid) are invited on behalf of Competition Commission of India, in the prescribed form, from registered private Security Agencies, who have already provided trained Security Personnel to Government/Semi Government/Statutory Bodies/ Autonomous Body/PSU for providing approximately 26 Security Guards and 1 Security Supervisor and 3 drivers.

Interested parties, who have sufficient experience in the field, can collect detailed information/Terms and conditions of the tender on payment of Rs.1000/- (non-refundable) in the form of pay order/ demand draft drawn in any nationalised bank in favour of Competition Commission of India (Competition Fund) Account from the Deputy Director (HR), Competition Commission of India, 3rd Floor, HT House, 18-20, Kasturba Gandhi Marg, New Delhi within the office working hours.

The tender document can also be downloaded from the website of the Commission i.e. www.cci.gov.in and a Demand Draft/ pay order of Rs. 1000/- should be submitted separately along with Technical bid.

The interested agencies are required to submit tender document, technical and financial bids separately in sealed covers superscripted "**Tender for Security Personnel and Drivers**" accompanied by a Demand Draft of Rs. 5,00,000/- (Rs. Five Lakh only) as Earnest Money in favor of Competition Commission of India (Competition Fund) Account payable at New Delhi, which may be dropped in the TENDER BOX kept at 3rd Floor, HT House, 18-20, Kasturba Gandhi Marg, New Delhi.

1.	Last date and time for submission of Tender	19.01.2015 at 1500 hrs
2.	Date and time for opening of Technical Bid	19.01.2015 at 1600 hrs

The Competition Commission of India reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.

Deputy Director (HR)

TERMS & CONDITIONS OF CONTRACT

A. Scope of Work:

Providing Security Services to the office of the Competition Commission of India at 3rd, 4th, 7th and 11th Floor, HT House, 18-20, Kasturba Gandhi Marg, New Delhi & O/o DG, CCI at HUDCO Vishala, 14, Bhikaji Cama Place, New Delhi and also Drivers.

1. The Agency shall provide Security services by deploying adequately trained and well disciplined security personnel to safeguard the Competition Commission of India moveable and immovable assets, equipment and other items at the above addresses from thefts, pilferage or damage and also ensure safety of the officers/employees, visitors, guests or any other person working in its premises.
2. The security personnel shall be deployed round the clock in 2/3 shifts at the places mentioned above to safeguard the premises.
3. 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.
4. 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.
5. The security Supervisor deployed shall take regular round of the premises to maintain vigil and remain alert.
6. 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 submitted to CCI.
7. 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.
8. Protection of cash and documents, when so specified in transit.
9. Regulate access control at gates, prevent misuse of Commission facilities by outsiders, preventing tress-passing, unauthorized parking.
10. Prevent trespass in specified areas/offices in the office premises of the Commission.
11. Regulate parking of vehicles in designated areas of the Commission.
12. Conduct periodic training
13. Adhere to the Standard Operating Procedures (SOPs) given by the Assistant Director, Corporate Service Division, Competition Commission of India, New Delhi or his/her nominee which may be modified from time to time by the Competition Commission of India.
14. The company should be able to provide extra security guards at 2 days notice.
15. Carry out any other job assigned by the Competent Authority, Competition Commission of India or his/her nominee in the interest of security of the CCI

B. Eligibility Criteria

1. The Bidder may be Proprietor firms, Partnership firms, limited liability partnership firm, companies incorporated under companies act and should possess the required licenses, registrations under the Private Security Agencies (Regulation) Act 2005 etc, as per law, valid at least for 12 months from the date of the opening of tender.
2. The bidders should have been empanelled with Director General of Resettlement, Ministry of Defence, Government of India for at least 5 years and also having 8 experience of providing security services to Government/Semi Government/Statutory Bodies / Autonomous Body/PSU.
3. The bidder should have working office in Delhi with full address, phone, mobile numbers, 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/Company /Agency
5. The Agency should have at least an annual turnover of Rs. 15.00 crores in each of the last three financial years.
6. The Agency should have provided the services of Security Guards, Supervisors and Drivers.
 - a. The Agency shall provide "100% 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 52 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.
 - b. The Supervisor, Security Guards and Drivers should be of sound health and should be educationally qualified i.e. minimum 10th standard for guard, drivers and 12th standard for Supervisor. Their character and antecedents must be verified from the concerned Police Station. The Company/Agency should maintain proper record/documents of the same. These documents are required to be produced to the Commission whenever required; failing which their engagement will be treated as cancelled.
 - c. The Agency should comply with the provisions contained in Minimum Wages Act, 1948, Payment of Wages Act 1936, Contract Labour (Regulation & Abolition Act, 1970) and order of Directorate General of Resettlement Board for different categories as applicable, a certificate of which should be submitted with the financial bid.
7. The bidder shall have the following Registration and details of the same be provided in the Technical Bid:
 - a) TAN
 - b) PAN
 - c) PF Registration
 - d) ESI Registration
 - e) Service Tax Registration
 - f) Valid License, issued by Regional Labour Commissioner, Govt of India
 - g) Registration with Director General Resettlement, New Delhi
 - h) Registrations under the Private Security Agencies (Regulation) Act 2005

C. Terms & Condition

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

(a) Security Services at HT House, New Delhi

Shift	Time	Security Guard
First	0930 – 1800 hrs	1
	0600 – 1400 hrs	7
Second	1400 – 2200 hrs	6
Third	2200 – 0600 hrs	4

(b) Security Services at Bhikaji Cama Place, New Delhi

Shift	Time	Security Guard
First	0600 – 1400 hrs	1
	0930 – 1800 hrs	5
Second	1400 – 2200 hrs	1
Third	2200 – 0600 hrs	1

(c) Security Supervisor : 01

(d) Drivers : 03

However, the above number and arrangement of the deployment of the Manpower is without prejudice to the right of CCI to deploy the Manpower in any other number or manner considered to be more suitable and interest of the Commission.

2. The agency in all circumstances will disburse salary before 7th of every month through ECS/Cheque facility, even if the bill is delayed by the Administration for want of any information/document/clarifications or unfair practices. It will be the responsibility of the agency to submit the bill by 7th of every month along with payment sheet duly signed by authorized representative of employer and employees & 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 of 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 Commission reserves the right to change the number of Guards, Drivers and Supervisor at its discretion at any time and the agency shall be bound to provide the amended number required.

6. The agency will deploy security personnel after Medical Examination and verification of antecedents, character and conduct at its own cost. These documents are required to be produced to the Commission 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, Competition Commission of India or an authorized officer.
8. Payment to the security personnel will be made only through ECS/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 in the CCI.
10. The selected Agency will have to deposit a Performance Security @ 10% (Ten percent) of the contract value within 15 days of the receipt of the formal order/signing 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 FUND) 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.
11. The Bank Guarantee/FDR shall be returned to the Agency on the expiry of the contract period on furnishing usual clearance/No Demand Certificate. The Security Deposit shall be returned on the expiry and termination of the contract subject to conditions that the Security Agency has indemnified the Competition Commission of India, New Delhi for all monthly payments to the security staff and drivers. 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.
12. 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 Bank Guarantee deposited/FDR by the Agency for execution of the Contract.
13. The contract can be terminated by Competition Commission of India, New Delhi) by giving one Month's notice without assigning any reason.
14. The agency should have License under Private Security Agency Regulation Act, 2005 (PSARA) from the date of award of the contract and shall be valid for twelve months from the date.
15. In addition to existing criteria for selection, in case there is any tie in the rates, the documentary support on the past performance period of experience for provided security personnel and number of such personnel, shall be given more weightage in selection.

16. The Security agency should not have been black-listed/debarred by any organization during the last 5 years and an undertaking to this effect shall be submitted by the agency before award of the contract.
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 shall meet the eligibility criteria.
20. The agency shall not engage any sub-contractor or transfer the contract to any other person in any manner.
21. The agency shall be responsible for all injuries and accidents to persons employed by it.
22. The agency will submit the proof of deposit of EPF, ESI and 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 service tax deposit with the bank/authority should be submitted every month with certified copy 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/metal 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 continual updating 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 Fire Fighting System installed in the premises. In case of an outbreak of fire they should be able to undertake fire fighting 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 agency shall have a proper system for checking the guards on duty, day & 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 HT House and DDG (CS) in respect of manpower deployed in HUDCO Vishala, during the office working hours.

28. The agency shall employ & post "Field Officer" round the clock in each shift, experienced in the field of security at the Commission premises at its own cost for taking 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.

29. The agency shall not be allowed to change its name after the award of the contract. If the name is changed as per status their documentary evidence are required to be submitted.

30. 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.**

31. The security agency shall maintain all the records including verified residential address of security personnel deployed at the Commission. 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.

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

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

Use of electronic equipments, gadgets and communication tools

34. The agency will provide electronic equipments 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.

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

36. The agency will bear all the expenses incurred on the above electronic equipments, gadgets and stationery.

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

38. 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.

39. If any underpayment is discovered, the amount shall be duly paid to the agency by the Commission on receipt of a request in this regard.

40. The Agency 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.

41. The Agency will have to enclose the proof / copies of the challans showing payment of statutory dues for the previous month along with monthly bills.

42. The Agency should have its own supervisory and quick response team to deal with emergent situations.

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

44. 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 CCI and will be answerable to CCI. This will, however, not diminish in any way, the agency's responsibility under contract to the CCI.

45. The agency shall deploy security guards trained in all facets of security work, including fire fighting. The Agency shall provide necessary undertaking and documentary evidence in this regard.

46. The visitors shall be regulated as per CCI procedure and records thereof maintained as stipulated. Further, the visitors shall be attended with due courtesy.

47. 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 his personnel and removal of deficiencies, if any, observed in their working.

48. 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.

49. 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 cell, cane stick, gun, bullets, etc shall be borne/supplied by the Agency at its cost.

50. 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 CCI/Govt. of India/any State/or any Union Territory.

51. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the CCI. Proposals for efficient functioning of the security systems shall be discussed, considered and implemented from time to time by the agency with approval of CCI.

52. 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 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 reason. 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 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

53. In case of any theft or pilferage, loss or other offences, the agency will investigate and submit a report to CCI and maintain 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.

54. The agency shall ensure that security staff appointed by it is fully loyal-to and 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.
55. 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.
56. 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.
57. As and when CCI requires additional security staff on temporary or emergent basis, the agency will depute such security personnel under the same terms and conditions. For the same, 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 rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
58. 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.
59. The CCI shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
60. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department of exemption Income tax, necessary documentary proof to be submitted with tender.
61. The Security guards and drivers deployed by the agency shall have at least the minimum 10th standard and Supervisor should be minimum 12th standard. Knowledge of reading and writing so as to be able to make entries in the registers kept at the security desk/booth whenever required and also to write their names in the attendance register and mark their arrival and departure by signing in the register.
62. In case of non compliance/non-performance of the services according to the terms of the contract, the CCI shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
63. 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.

64. The decision of CCI in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

67. 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.

68. The Agency will provide proper uniform, whistle and baton for the day shift workers and five cells Torch Light for Staff on night duty.

69. 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.

70. 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.

71. The agency will provide their own communication system to their supervisory staff for the coordination with the Assistant Director (Corporate Service Division), CCI, New Delhi.

72. . Penalty Clause

- (i) 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 cost will be made from the following month's bills.
- (ii) For any breach of contract, the Competent Authority, CCI or his/her nominee, shall be entitled to impose a penalty to the extent of Rs. 15,000/- on the 1st 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.
- (iii) If the lapse is repeated again, the extent of penalty will be doubled on each such occasion. The decision of the Competent Authority, CCI in this regard shall be final and binding upon the Agency. Penalty shall be imposed on any violation breach or contravention of any of the terms and condition.
- (iv) If the personnel are not found in proper uniform and displaying photo identity card.
- (v) If the personnel found indulging in smoking/drinking/sleeping during duty hours.
- (vi) If the personnel found performing double duty.
- (vii) In cases of lapse/default in the Security.

- (viii) The Agency is supposed to provide 26 Guards, 3 drivers and 1 Supervisor. If the Agency is not able to provide the required number of personnel, a penalty for shortage of manpower will be imposed to the extent of double the wages, per day for each day of absence.
- (ix) Penalty will also be imposed if the behaviour of personnel found discourteous & against the public interest.
- (x) If any Guard/Drivers/ Supervisor is found performing duty, submitting a fake name and address.
- (xi) The Agency shall need to maintain 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.

73. Dispute Resolution

- (a) Any dispute/difference arising out of or relating to this contract including interpretation of its terms will be resolved through joint discussions of the concerned parties. However, if disputes are not resolved by joint discussions, then the matter will be referred to arbitration as per the provisions of Arbitration and Conciliation Act, 1996, as amended from time to time, where the Secretary, CCI or his/her nominee will be the Sole Arbitrator.
- (b) The cost of Arbitration shall be borne by the respective Agency & Commission in equal proportions. During the pendency of the arbitration proceedings and currency of contract, the Agency shall not be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Agency shall continue to be made in terms of the contract.
- (c) All matters of jurisdiction shall be at the local courts located at Delhi.
- (d) Any violation of instructions/agreement of suppression of facts will attract cancellation of agreement without any reference.

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.

D. Instructions for Submission of Bids

1. The initial period of contract shall be for 12 months which may be extended for the period of one year at a time at the discretion of CCI as per the same terms and conditions contained herein.

2. The tender document containing eligibility criteria, scope of work, term & conditions and draft agreement can be purchased from CCI on any working day between 1100 hrs and 1600hrs on payment of non refundable tender fee of Rs 1000/- (Rupees One thousand only) or can be downloaded from CCI Website (www.cci.gov.in). Those who download the tender document from website should enclose tender fee Rs. 1000/= by means of a demand draft/pay order along with bid in the cover-I "Technical Bid"
3. The interested agencies are required to submit the technical and financial bid separately in the format enclosed. The bids in sealed Cover-I containing "Technical Bid" and sealed Cover-II containing "Financial Bid: should be placed in a third sealed cover "Tender for Security personnel & Drivers" and should reach CCI on or before **19th January 2015 by 1500 hrs.** The technical bids will be opened on the same day in the presence of the bidders or their authorized representatives at **1600 hrs.**
4. All the pages of the tender should be signed by the owner of the firm or his authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender.
5. A copy of the terms and conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms and conditions.
6. The bidder shall pay (Bid Security) EMD of **Rs.5,00,000/-** (Rupees Five lakhs only) along with the technical bid by Pay Order/Demand Draft in favour of "**Competition Commission of India (Competition Fund) A/c**" drawn on any Nationalized Bank/Scheduled Bank and payable at New Delhi. Bids received without EMD shall stand rejected and thus shall not be considered for evaluation etc at any stage.
7. The bid Security (EMD) without interest shall be returned to unsuccessful bidders after finalization of contract.
8. As a guarantee towards due performance and compliance of the contract work, the successful bidder agency will deposit an amount equal to 10% of Annual Contract value towards Security Deposit by way of Demand Draft/Bank Guarantee in favour of "**Competition Commission of India (Competition Fund) A/c**" drawn on any Nationalized Bank/Scheduled Bank and payable at New Delhi.
9. The EMD deposited by successful agency will be adjusted towards Security deposit as demanded above. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited unless extension of time has been granted by CCI.
10. The bid shall be valid and open for acceptance of the Competent Authority of CCI for a period of 90 days from the date of opening of the tender and no request for variation on quoted rates and withdrawal of tender on any ground by successful bidder shall be entertained.
11. To assist in the analysis, evaluation and computation of the bids, the CCI may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
12. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate after complying with the provision of Minimum

Wages Act. In case two or more agencies are found to have quoted the same rates, the Competent Officer authorized by CCI shall decide about the Agency to which the offer shall be granted based on the report of the past performance of the firm and length of experience, number of personnel etc. The decision of the Competent Authority, CCI shall be final and no representation shall be entertained.

13. The quoted rates shall not be less than the minimum wages of Central Government/DGIR orders and shall include all statutory obligations. The rate quoted should be consolidated and inclusive of Employer EPF contribution, ESI contribution, bonus, insurance, leave salary etc.

14. CCI shall reimburse the Agency the extent of the amount of variation arising out of the upwards revisions in minimum wages as per Labour Commissioner of Delhi above the rates mentioned in the contract and derived statutory obligation thereof provided the documentary evidence is produced by the Agency making such payment to the extent only.

15. CCI reserves the right to accept or reject any or all bids without assigning any reasons. CCI also reserves the right to reject any bid which in its opinion is non responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

E. Site Visit

Any site information given in this tender document is for guidance only. The tenderer is 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 surroundings beforehand and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Tender.

F. Payment:

1. Contractor will submit monthly Pre Receipted (affixing the Revenue Stamp) bills duly 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 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 for proper maintenance of decorum, punctuality, 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.

G. Clarification of Tender Documents

The tenderer is expected to examine carefully all the contents of the tender documents including instructions, conditions, forms, terms, etc. and take them fully into account before submitting his/her offer. Failure to comply with the requirements as detailed in these documents shall be at the tenderer's own risk. Tenderers which are not responsive to the requirements of the tender documents will be rejected.

The tenderer shall not make or cause to make any alternation, erasure or obliteration to the text of tender documents.

Each agency shall submit only one tender. The tenderer who submits more than one tender for the same work will be disqualified.

While all efforts have been made to avoid errors in the drafting of the tender documents, the tenderer is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

TECHNICAL BID

(In separate sealed Cover-I- super scribed as Technical Bid)

1.Name & Address of the Tenderer Organization/Agency with phone number, email and name and telephone/mobile number of contact person	
2.Experience in the work of providing Security Services. Particulars of experience (Attach certificate, testimonials). This shall cover the	

detail of work of similar nature, approximate magnitude and duration carried out and /or on hand for 3 years along with a certificate from the agency where the job was carried out.		in following format	
Name of Organization with complete address and telephone number to whom services provided.	From To	Contracted Amount Rs per month	Reason for Termination

3. Set-up of your Organization, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this service: a) Is the establishment registered with the Government, DGR, PSA; please give detail with Document/evidence. b) Do you have labour licenses, please provide the details and attach a copy. License to keep armed guards and license for gun/shots should also be enclosed. c) Undertaking of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in CCI.	
4. Are you covered by the labour Legislation such as, ESI, EPF, Gratuity etc.	
5. Please give EPF No. ESI Code: Gratuity Act Regn.No. (Attach copies)	
6. Are you governed by minimum wages rules of the Govt of India, If yes, please give details.	
7. Please attach copy of Income Tax returns of last three years	
8. Please attach balance sheet of the company, duly certified by Chartered Accountant for last 3 financial years.	
9. PAN & TAN No. (Please attach copy)	
10. VAT No. (Please attach copy), if applicable	
11. Trade License No. (Please attach copy), if applicable	
12. Service Tax Registration (Please attach copy)	
13. Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.	
14. Power of Attorney/authorization for signing the bid documents.	
15. Please submit an undertaking that no case is pending with the police against the Proprietor/firm/partner or the Company (agency). Indicate any conviction in the past against the Company/fir/partner.	
16. Details of the DD/Pay order of Rs. 5,00,000/= towards bid security (EMD) and a DD for Rs.	

1000/- in case tender documents is downloaded from CCI website	
DD/PO No.	
Date:	
Drawn on:	

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

- Encl: 1. DD/Pay Order No. _____
 2. Term & condition (each page must be signed and sealed)
 3. Financial Bid

(Signature of Tenderer with seal)
 Name:
 Seal:
 Address"
 Phone No. (O):

Date:

FINANCIAL BID

(In sealed Cover-II super scribed "**FINANCIAL BID**")

TENDER FOR PROVIDING "SECURITY PERSONNEL & DRIVERS TO CCI"

The consolidated and all inclusive **quoted rates** should not contain the wages component less than the minimum wages of Govt. of India/DGR and the break-up as invited in the Financial Bid of the tender should contain the break up in the following manner:-

Sl. No	Description	Percentage (to be read in conjunction with latest rules, Acts, policies etc. of the Competent Authorities)	Supervisor (Ex-servicemen) (without arms)	Security Guards (Ex-Servicemen) (without arms)	Driver

1.	Basic wages plus Variable Dearness Allowance (VDA) on per day (as per norms)			
2.	ESI + VDA			
3.	EPF + VDA			
4.	EDLI + VDA			
5.	Administrative Charges			
6.	Gratuity/ Terminal benefits			
7.	HRA			
8.	Bonus			
9.	Uniform outfit allowance			
10.	Washing allowance			
11.	Firm's Service Charges (Per unit/per day)			
12.	Total			
13.	Total Quoted Rate (per head)			
14.	Service Tax			
15.	Overtime Rate per hours			

*Break-up of the rate may also be provided along with the copy of the Central Government/DGR Order in Minimum wages to facilitate revision of rate.

1. Supervisor and Guards should be ex-servicemen only. However, Driver may be civilian/ex-servicemen.

Declaration by the Tenderer

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them

- Note: i) No other charges would be payable by CCI.
ii) There would be no increase in rates during the Contract period except provision under the terms and conditions.

(Signature of Tenderer with seal)
Name and address with phone number:
Seal:
Date:

Format of Forwarding letter

Annexure-I

FORWARDING LETTER

(To be filled in by the tendering party in official letter head)

**The Competition Commission of India
New Delhi**

Tender Enquiry No.

Sir,

With reference to the above Tender Enquiry I/We am/are submitting herewith our tender documents.

The Tender documents are duly paginated and contains from page no. 1 to _____

A checklist chronologically indicating documents attached in original/copies duly attested by Gazetted Officer/Notarized/Authorized signatory of the agency as per Conditions for applying the tender.

Checklist:

Sl. No	ATTACH VERIFIED DOCUMENTS/DETAILS	YES/ NO	PAGE NO.
1.	Currently be providing Security for at least minimum 200 trained ex-servicemen security personnel.		
2.	The Agency should be Delhi Based or should have a proper working office in Delhi with full address, Phone Nos. & Fax Nos.		
3.	The Agency should provide Ex-Servicemen from Army, Navy, Air-Force and Paramilitary forces as Security Guards and Supervisor ex-serviceman/civilian for drivers. All the Security Guards should be ex-servicemen and their maximum age should not be more than 52 years and 55 years for Supervisor and Drivers should not be more than 45 years on the date of opening of the tender.		
4.	The Agency should have valid ESI, EPF registration Certificate, Income Tax Account No., Service Tax Nos. PAN and TAN (TDS Account Number).		
5.	The Agency should have at least an annual turnover of Rs. 15.00 crore in each of the last three financial years.		
6.	The Agency should possess adequate experience of at least 8 years of Watch & Ward and handling Electronic/Non-electronic gadgets, viz CCTV, Access Control.		
7.	The agency should be on panel of Director General of Resettlement at least for five years and also Registrar of Firms/Companies.		
8.	The agency should have License under Private Security Agency Regulation act 2005 (PSARA)		
9.	The agency should also have its own training School/ facility for training of their personnel deployed.		
10.	The Agency should be capable of providing Armed Guards as & when required and asked for and should have a centralized 24 hrs manned control room backed up with wireless communication and transport fleet.		
11.	The Agency besides providing Security Services should be capable to monitor overall Safety, movement of visitors & Parking etc.		
12.	The successful tenderers will have to deposit a Performance Security @ 10% (Ten percent) of the contract value within 15 days of the receipt of the formal order/singing of agreement. 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.		
13.	Tender document is Paginated completely.		
14.	Undertaking that "I am/we are withdrawing the printed terms and conditions of our agency and agree to abide by the terms & conditions of the tender enquiry of Competition Commission of India".		
15.	Undertaking in the stamp paper to the effect that the agency has not been blacklisted by any Central/State/Govt./Semi-government/PSU/ Agency.		
16.	Notarized copy of power of attorney to the signatory, who has signed		

	the bidding documents.		
17.	Demand draft/pay order no./ dt./banker		

I undertake that "I/We accept all the terms & conditions given in the tender documents"

Name & Signature (s) of the Tenderer.

(With stamp of the firm)
