No. A - 11013/04/2012-NACO (A) Government of India Ministry of Health & Family Welfare (National AIDS Control Organisation)

> Chandralok Building, 36, Janpath, New Delhi Dated 28<sup>th</sup> Feb., 2017

#### Notice Inviting Tenders

Sealed Limited Tenders are invited on behalf of the President of India under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Agency for round the clock Security Service for the NACO office at 6<sup>th</sup> and 9<sup>th</sup> Floor, Chandralok Building 36, Janpath New Delhi. The Agency should complete awarded work within maximum period of one year from the date of contract.

## 2. SCHEDULE

- i. Last date & time for deposit of tenders
- iii. Date & time for opening of Technical Bid
- iv. Place of opening the Tenders
- v. Date and Time for opening of Financial Bids for technically qualified bidders
- : 14.03.2017, 1300 hrs. : 14.03.2017, 1500 hrs. : Room No.909, Chandralok Building, New Delhi-110001.

: To be decided and intimated later.: 180 days from the date of opening of tenders.

vi. Validity of tenders

3. Tender Document is available on the Central Procurement Portal at URL <u>www.eprocure.gov.in</u> and prospective bidders may download the tender document containing the terms and conditions. The tender documents can also be collected from Under Secretary (Admn.), Room No.909, Chandralok Building, New Delhi at free of cost on all working days till **14.03.2017 between 10.00 AM to 12.00 Noon.** 

4. The interested and eligible Company/Firm/Agency may send their tender document complete in all respect in sealed covers (Technical & Financial) addressed to Under Secretary (Admn.), National AIDS Control Organization, Ministry of Health & Family Welfare, Chandralok Building, New Delhi and submit the same in the Tender Box kept at 9<sup>th</sup> Floor, Chandralok Building, New Delhi latest by **1300 hrs on 14.03.2017**. The envelop must be mentioned "Tender for Security Service for NACO". No tenders shall be entertained after this deadline under any circumstances whatsoever.

(M. G. Nimje) Under Secretary to the Government of India Tel.43509664

# Terms and Condition

## (A) TECHNICAL

- i) A brief profile of the firm should be submitted.
- ii) The company should have undertaken similar security contracts for at least three years between 1.4.2013 and 31.3.2016 in Delhi preferably with Government organization/PSU/Ministries or with private organization, the total annual turnover of last three years of the company should not be less than Rs. 20. Lakhs.
- iii) The company should furnish its satisfactory services work in a Govt. Office or in private office in Delhi for the last three years, duly signed by an officer not below the level of Section Officer or in-charge of Administration. If the previous service of the firm is not satisfactory, the tender will be rejected.
- iv) The company should produce the self attested photocopies of documents related to allocation of Registration Number with Labour Commissioner office, PAN number, Service tax number, ESI/PF registration number.
- v) Income tax return for the last three financial years ending on 31.03.2016 must be attached.
- vi) If the firm meets the above technical requirements, it may apply in the prescribed proforma at Annexure I in sealed cover.
- vii) The firm has to submit a declaration regarding any conflicting activities in the format given at **Annexure-A**.
- viii) The firm should make the index and indicate the page number of all documents.
- ix) It may be noted that technical bid (Envelope-I) shall not contain any information / documents relating to Financial bid. If technical bid contains any such information / documents, Ministry shall not be responsible for premature opening of the financial bid.

## **(B) FINANCIAL**

- The agency would have to coordinate with all statutory authorities viz. Fire Services, Police etc. as may be required. The rates quoted shall be consolidated inclusive of statutory liabilities on part of personnel deployed.
- ii) The selected agency will be responsible for complying with all statutory requirements and obligations.
- iii) The contractor shall be solely responsible for any act of commission or omission on the part of staff deployed by him contrary to terms & Conditions of the contract.
- iv) In case of non-compliance of any of the clause/terms, NACO will have the right to impose penalty as deemed fit. The decision of NACO in this regard shall be final and binding.

## (C) PERIOD OF CONTRACT

The contract will be valid for a period of one year, extendable for another period subject to satisfactory performance and the period of security services will be informed after finalization of the contract.

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#### (D) SCOPE OF WORK

- The contractor shall provide at least 3 Security Guards per shift per floor (6<sup>th</sup> & 9<sup>th</sup> Floor), Chandralok Building for eight hours for round the clock security for permanently stationed at entry (lobby), checking bags/items/documents, and visit of parking place.
  Total 18 Security Guard including Supervisor (Total 18 Security Guards per month including one Supervisor in three shifts).
- ii) The contractor shall provide their personnel for performing the services. They will be wearing proper uniform, bearing valid identity cards with photographs during the duty.
- iii) The contractor will replace and remove such of security personnel from the clients premises and/or its precincts, as directed by the client. The area manager and security officers of the contractor shall at regular intervals on a random basis and with an officer from Admn. Division of NACO, make surprise visits to client complex where to inspect and monitor the quality of security services.
- iv) Security Personnel will ensure full protection of clients property including vehicles, offices, plant, machinery, furniture's & fixture, against theft, larceny, sabotage, robbery, violence etc.
- Security personnel will check and keep proper entries at the gate for all outgoing material and goods. Also ensure locking of all office rooms, switching off lights, fans, air conditioners, heaters, room coolers, AC etc.
- vi) Security personnel will also attend the telephone calls and conveying the message to the concerned officers.
- vii) The security items like torch, visitors registers, outgoing register, muster roll register etc. will be provided by the contractor.
- viii) If any complaint will found regarding theft/lost, a penalty of the cost of items will be charged or deduct from the monthly payment of security personnel.
- ix) The NACO reserves the right to terminate the contract by serving clear 30 days written notice in case of breach of any terms & conditions under the contract during the contract period.
- x) The contract may also terminate in case of any unsatisfactory performance.
- xi) The tenders/contractor shall be liable for any lose/damage to the scheduled equipments caused due to negligence of the service provider during contract period.

#### (E) PAYMENT

- (i) The Firm will prepare bill for each month for the workers deployed based upon the verified attendance and taking into account pro-rata wages deduction in respect of absentees.
- (ii) The Firm will submit the bill in triplicate on monthly basis for release of payment after making payment of wages to its Security guards/supervisors deployed for carrying out services and remitting contributions towards EPF, ESIC, etc.,
- (iii) No advance payment in any case would be made. Payments shall be made on monthly basis by ECS/RTGS only after deduction of taxes and other dues, if any, on satisfactory rendering of services.
- (iv) The company would pay the salary to the guards till 7<sup>th</sup> day of the month without any delay, irrespective of the payment from NACO to the company.

#### (F) AWARD OF CONTRACT

The client will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price. The terms of the accepted offer shall be incorporated in the award of contract.

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## (G) GENERAL CONDITIONS

i) **Earnest Money Deposit (EMD)** - Each bid shall be accompanied by Earnest Money Deposit (EMD) in the form of a Pay Order / Demand Draft for Rs.75,000/- (Rupees Seventy Five Thousand only) payable to the Accounts Officer (Cash), Ministry of Health & Family Welfare at New Delhi.

ii) **Return of Earnest Money Deposit (EMD)** - Earnest Money Deposit (EMD) of all the bidders whose bids are declared non-responsive shall be returned within a period of thirty (30) days from the date of opening of Technical bids. Earnest Money Deposit (EMD) of the other bidders except the successful bidder shall be returned within a period of thirty (30) days from the date of opening of Commercial bids and that of successful bidders, on submission of the Performance Guarantee.

iii) **Performance Guarantee** - The selected Firm has to deposit Performance Guarantee equivalent to 5% (Five percent) of the total annual contract value in the form of Bank Guarantee or any other Bank instrument pledged in favour of Accounts Officer (Cash), Ministry of Health & Family Welfare, New Delhi, valid for a period ending two months beyond the term of the contract. The Performance Guarantee will be released after 2 months of the expiry of the contract subject to satisfactory performance.

iv) The Firm must sign and stamp at the bottom of the each page of the tender document to signify & notify acceptance of all the terms & conditions and submit du ly signed and stamped copy with the Technical Bid.

v) Late submission of tenders will not be accepted. Tenders submitted by "Telex/Telegram/Fax/e-mail" will not be accepted. Tenders may be submitted by Registered post, by Hand in Person or by Courier. However, any delay on this account shall not be accepted as a reason for exception.

vi) Quotations received after due date, those received without separate sealed cover and rates not quoted in specified proforma will not be accepted.

vii) The contract as a whole or part thereof is non-transferable.

viii) Any act on the part of the firm to influence anybody in NACO would make him liable for rejection of the tender. In case of dispute arising out of this contract, provisions of Arbitration and Conciliation of India Act, 1996, will apply.

ix) The Department reserves the right to terminate the contract by serving clear 30 days written notice in case of breach of any terms & conditions under the contract during the contract period.

x) The contract may also terminate in case of any unsatisfactory performance.

xi) The tenderers/contractor shall be liable for any lose/damage to the scheduled equipments caused due to negligence of the service provider during contract period.

xii) The strength of security personnel may be increase/decrease during the contract period as per Department requirement.

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#### (G) CORRUPT OR FRADULENT PRACTICES

The bidding firms are expected to observe the highest standard of ethics during the tendering process and execution of the contract. The Ministry will reject a proposal for award of contract or terminate the Contract if it determines that the Firm is engaged in corrupt or fraudulent practices in competing for the contract in question or during execution of the contract; and/or may declare at its sole discretion such firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract. For the purpose of this provision, the terms set forth as follows:

- i. "Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
- ii. "Fraudulent practice" means a misrepresentation of facts in order to influence the contract award process or the execution of the contract to the detriment of the Ministry, and includes collusive practice among Firms designed to establish Bid prices at artificial non -competitive levels and to deprive the Ministry of the benefits of free and open competition.

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## DECLARATION REGARDING ANY CONFLICTING ACTIVITIES (on the letter head of the firm)

We hereby declare that out firm, our associate/group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities. We also acknowledge that in case of misrepresentation of the information, our proposals/contract shall be rejected/terminated by the client which shall be binding on us.

Signature and seal of the authorized signatory

Name and Title of Signatory: Name of Firm: Address:

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## TECHNICAL BID (Security Service for NACO)

SI.No.	Particular	To be filled by the bidder
1.	Name of Firm	
2.	Address of the Firm	
	PIN :	
3.	Name of authorised signatory (IN BLOCK CAPITAL) with Mobile No. Tele Phone Fax No.	
4.	Specimen signature of authorized signatory	
5.	Service Tax Registration No.	
6.	PAN No.	
7.	Length of experience in the field of Security Service (in years) Minimum three year experience is required). Please enclose the documentary proof.	
8.	List of Ministries/Govt. Departments/Organizations/PSU and private sector where the Agency has performed job. Copies of contract/work orders may be enclosed during the last three years.	
9.	Whether all the documents are signed by authorized signatory of the firm (Yes/No)	
10.	Whether the firm agrees to deposit performance Security (Yes/No)	
11.	Whether the firm has submitted EMD (Yes/No). If Yes, mention Draft Number/issuing Bank and date.	
12.	Whether the firm has been debarred/black listed by Central/State Govt/Local bodies/PSU in India, or any legal suit/criminal case pending against it for violation of PF/ESI/MW act or any other law. (Yes/No). Furnish Undertaking on above points.	
13.	Annual Turnover of the Firm for the last three financial	2013-14 :
	years.	2014-15 :
		2015-16 :
14	Other information if any	

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I/We hereby certify that the terms & conditions etc. given with the tender document have been carefully read and are acceptable to me/us and that the information furnished above is full and correct to the best of my/our knowledge. I/We understand that in case of any deviation in the above statement at any state, the company will be blacklisted and will not have any dealing with the Ministry in future.

Signature and seal of the authorized signatory

Date :

Place

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## FINANCIAL BID

Name of the Firm:

## SCHEDULE OF RATES

Description		Security Guard	(All figure in F Supervisor
a)	Wages		
b)	EPF		
c)	ESI		
d)	Bonus, if any		
e)	Leave Compensation, if any		
f)	Administrative charges or other charges, if any		
i) Su	b Total per person (a to f)		
ii) Se	ervices Tax		
iii) To	otal (i) + (ii)		
iv) No. of Workers		15	3 (one for every shift)
(v) M	lanpower Cost ((iii)) x (iv)		

I) Monthly Manpower Cost of all categories (As (v) above) =

In words

Signature of the authorized signatory of the agency Official seal/ stamp

Date:

Place:

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## **BIDDER'S DECLARATION**

1.	I, Son / Daughter / Wife of
	Shri Proprietor /
	Director / Partner / authorized signatory of the agency (*) / Firm, 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.

\*In case of authorized signatory, document for the authorization may be furnished.

Signature of the authorized signatory of the agency Official seal/ stamp

Date:

Place:

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