

**OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA  
NEW DELHI**

Tender No.360/GS/97-2019

Dated 14.10.2019

**TENDER DOCUMENT  
FOR HIRING OF SECURITY SERVICES FOR THE OFFICE OF  
THE COMPTROLLER AND AUDITOR GENERAL OF INDIA  
NEW DELHI**

**SR. ADMINISTRATIVE OFFICER (GS)  
OFFICE OF THE COMPTROLLER AND  
AUDITOR GENERAL OF INDIA  
POCKET 9, DEEN DAYAL UPADHYAYA MARG,  
NEW DELHI-110124.**

**OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA  
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**TENDER DOCUMENTS FOR**

*“Hiring of Security Services (Security Guards / Security Supervisors) for Office Buildings located at Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi and at 10 Bahadur Shah Zafar Marg, New Delhi and Residential Complex at Vaishali, Ghaziabad”*

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**BRIEF INFORMATION ON BID DOCUMENT**

**CRITICAL DATES**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date</b>	<b>Time</b>
1	Date of online publication of tender	14.10.2019	1400 hours
2	Starting date of downloading tender document	14.10.2019	1400 hours
3	Starting date of submission of bid	14.10.2019	1400 hours
4	Closing date of submission of bid	18.11.2019	1100 hours
5	Closing date & time for submission of original EMD and affidavit	18.11.2019	Upto 1100 hours
6	Opening date of technical bid	19.11.2019	1100 hours

Tender No.	360/GS/97-2019 dated 14.10.2019
Duration of Contract	One year from the date of agreement, which is extendable subject to satisfactory services
EMD	Rs.10,00,000/- (Rupees Ten lakh only) in the form of crossed Demand Draft/Bank Guarantee in favour of PAO, Office of the CAG of India, New Delhi, payable at New Delhi
Validity of Bid	90 days
Total Number of pages of Tender Document	54 pages
Address and Venue of submission of bids	Sr. Administrative Officer (GS), Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi-110124.

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**ANNEXURE-1**

**OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA  
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**NOTICE INVITING TENDER**

Office of the Comptroller and Auditor General of India, New Delhi invites E-BIDS (ONLINE TENDER) from registered agencies for security services (Security Guards/ Security Supervisors) for its office buildings located at Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi and at 10 Bahadur Shah Zafar Marg, New Delhi and for Residential Complex at Vaishali, Ghaziabad as per the requirements specified in the Bidding Document under two Bid System through Central Public Procurement Portal.

The description of works is given in the tender document. The tender document floated for the purpose can only be downloaded from Central Public Procurement Portal (CPP Portal) ([www.eprocure.gov.in](http://www.eprocure.gov.in)) and bids can only be submitted in online mode through the same portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)). Bids submitted other than CPP Portal will not be accepted. The tender documents may also be downloaded from this office website <http://saiindia.gov.in> (Public Interface>Tender Notice). Important dates related to this tender are furnished below for information:

Sl. No.	Particulars	Date	Time
1	Date of online publication of tender	14.10.2019	1400 hours
2	Starting date of downloading tender document	14.10.2019	1400 hours
3	Starting date of submission of bid	14.10.2019	1400 hours
4	Closing date of submission of bid	18.11.2019	1100 hours
5	Closing date & time for submission of original EMD and affidavit	18.11.2019	Upto 1100 hours
6	Opening date of technical bid	19.11.2019	1100 hours

The Competent Authority reserves the rights to reject any or all the bids without assigning any reason and the decision of the competent authority of the office of the Comptroller and Auditor General of India, shall be final and binding.

**(Dinesh Kumar)**  
**Sr. Administrative Officer (GS)**

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**ANNEXURE-2**

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**BID SUBMISSION FORM**

*(to be printed on Bidder's letterhead, signed, stamped, scanned and submitted online through  
CPP Portal)*

*Date:*

**LETTER OF BID**

To

Sr. Administrative Officer (GS)  
Office of the Comptroller and Auditor General of India  
Pocket 9, Deen Dayal Upadhyaya Marg,  
New Delhi-110124.

Ref: Invitation for Bid No. **TENDER No. 360-GSS/97-2019 DATED 14.10.2019**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We undertake to provide the security services to your office in conformity with the Bidding Document.
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any other failure/lapses of serious nature.
6. We undertake, to enter into agreement as per the terms and conditions of the bidding document and bear all expenses including charges for stamps etc and agreement will be binding on us.
7. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory

(Authorised person shall attached a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation

*(To be printed on Bidder's letterhead)*

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**ANNEXURE-3**



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**INSTRUCTIONS TO THE BIDDERS**

**1. GENERAL INSTRUCTIONS**

- 1.1 Office of the Comptroller and Auditor General of India, hereinafter referred to as the 'Client' invites e-bids (ONLINE TENDERS) UNDER TWO BID SYSTEM (TECHNICAL AND FINANCIAL) THROUGH CENTRAL PUBLIC PROCUREMENT PORTAL (CPP PORTAL AT WWW.EPROCURE.GOV.IN) from reputed firms dealing with Ministries/Govt. departments for providing security services for its office.
- 1.2 While all efforts have been made to avoid errors in the drafting of the tender document, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.3 The Bidder should download the tender document through CPP Portal and upload it again at the time of submission of the tender after verification and signing with his / their DSC. The uploading of tender document online with digital signature is in token of the Bidder having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract.
- 1.4 The bidder shall attach the copy of the authorization letter / power of Attorney as proof of authorization for signing on behalf of the Bidder.
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids, not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.
- 1.6 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the Office of the Comptroller and Auditor General of India, New Delhi.
- 1.7 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the Comptroller and Auditor General of India. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.8 The requirements of number of security personnel as mentioned in the tender document is tentative and may increase or decrease at the sole discretion of the competent authority of the Client. Accordingly, the contract cost is also liable to increase / decrease.

**2. MINIMUM ELIGIBILITY CRITERIA**

The following shall be the minimum eligibility criteria for selection of bidders

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- a. **Legal Valid Entity** : The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956. Bidder in the form of JV/consortium, Proprietorship, Partnership is not permitted. A proof for supporting the legal validity of the Bidder shall be submitted.
- b. **Financial Capacity**: The bidders should have the minimum turnover of Rupees three (03) crores each in the last 3 financial years. Relevant proof for supporting the above shall be submitted.
- c. The Bidder shall be registered with the Income Tax, Service Tax and also registered under the labour laws, Employees Provident Fund Organisation, Employees State Insurance Corporation. Relevant proof in support shall be submitted
- d. **Experience**: The Bidder should have experience in the similar field of providing security services in the Government Departments for the last five years. Relevant proof in support shall be submitted.
- e. **Licence** : The Bidder should possess a valid licence from the respective State Controlling Authority of the Government under the Private Security Agencies (Regulation) (PSAR) Act 2005.

**2.1 Documents supporting the Minimum Eligibility Criteria**

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(a), attested copy of certificates of incorporation issued by the respective Registrar of firms/companies shall only be acceptable.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b), attested copy of the audited balance sheets for the completed last three financial year shall only be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), valid attested copy of PAN, Labour Registration copy, EPFO Registration Copy, ESIC Registration Copy shall only be acceptable.
- (iv) In proof of having fully adhered to minimum eligibility criteria at 2(d), attested copy of work orders alongwith work completion certificate/ experience certificates showing continuous experience in the field for the last five years, issued by the Government Departments shall only be acceptable.
- (v) In proof of having fully adhered to minimum eligibility criteria at 2(e), attested copy of licence, duly issued by the respective State Controlling Authority of the Government under the Private Security Agencies (Regulation) (PSAR) Act, 2005 shall be acceptable.

**3. EARNEST MONEY DEPOSIT:**

- 3.1 The bids shall be accompanied by an Earnest Money Deposit of Rs.10,00,000/- (Rupees Ten lakh only) in the form of Bank Guarantee/Demand Draft of any nationalized bank. The validity of the Bank Guarantee/Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. The Bank Guarantee / Demand Draft shall be in favour of **PAO, Office of the Comptroller and Auditor General of India payable at New Delhi.**

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- 3.2 The Bidder should scan a copy of the earnest money deposit and upload it online through CPP Portal. The original copy of the earnest money deposit should be sent to Sr.Administrative Officer (GS), Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi on or before the time of closing of the uploading of the Bids. The original of the EMD can be sent by Speed Post or Registered Post. It can also be handed over in person. In the event of non receipt of the EMD before the closing of the uploading of the Bids, the bid shall not be opened.
- 3.3 Bidders, who are eligible to be exempted from depositing EMD according to Rule-170 of GFRs, 2017, should submit documentary proof thereof alongwith technical bid online through CPP Portal. Besides, they have also to enclose a hardcopy of same valid exemption certificate(s) and ensure that the same is submitted to the officer in charge as detailed in clause 3.2.
- 3.4 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 3.5 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
- 3.6 The bids without Earnest Money shall be summarily rejected.
- 3.7 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 3.8 **The bid security (earnest money deposit) may be forfeited:**
- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
  - (ii) In case of successful bidder, if the bidder
    - (a) Fails to sign the contract in accordance with the terms of the tender document
    - (b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
    - (c) Fails or refuses to honor his own quoted prices for the services or part thereof.
    - (d) In such case, the bidder is also liable to be debarred from future tendering.
- 3.9 No interest shall be paid on the earnest money deposit.
- 4. VALIDITY OF BIDS**
- 4.1 Bids shall remain valid and open for acceptance for a period of **120 days** from the last date of submission of Bids.

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- 4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 4.3 The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

**5. PREPARATION AND SUBMISSION OF E-TENDERS IN CPP PORTAL**

- 5.1 The tender document, along with terms and conditions, has been uploaded on [www.eprocure.gov.in](http://www.eprocure.gov.in) (CPP Portal). The bidders can log on to the website and see the tender document. The Bidders shall be required to submit Technical and Financial Bids through CPP Portal electronically using valid Digital Signature Certificates. More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>.
- 5.2 The bidders who are desirous of participating in e-procurement shall submit their Bids in two bid system i.e. Technical Bids and Financial Bids through Central Public Procurement Portal (CPP Portal) at [www.eprocure.gov.in](http://www.eprocure.gov.in).
- 5.3 The bidders should upload the scanned copies of all relevant certificates, documents etc. including earnest money deposit / exemption certificate as per the requirements contained in **Clause 6 of Annexure 3** of the Tender document on [www.eprocure.gov.in](http://www.eprocure.gov.in) in support of their Technical bids. The bidder should sign on all statements, documents etc. uploaded by him, owning responsibility for their correctness/authenticity.
- 5.4 The Bidders are also required to submit earnest money deposit and all the affidavits in original as mentioned in **Clause 6 of Annexure 3** of the tender document in a sealed envelope superscribed "Tender for providing Security Services" in drop box at Reception, Office of the CAG of India, 10 Bahadur Shah Zafar Marg, New Delhi – 110124 or sent by post at the above highlighted address on or before the dates specified in the tender document.
- 5.5 The Bidder should upload the financial bids as per the instructions contained in Clause 7 of Annexure 3 of the tender document on CPP Portal at [www.eprocure.gov.in](http://www.eprocure.gov.in).
- 5.6 The bids shall be summarily rejected, if the tender is submitted other than through online (CPP Portal) or original Earnest money Deposit / exemption letter and other documents viz. affidavits are not submitted by the Bidders within stipulated date / time as mentioned in Clause 8 of Annexure 3 of tender document.
- 5.7 The important dates are mentioned in clause 8 of Annexure 3 of the tender document.

**6. TECHNICAL BID**

The Bidder shall be required to follow the procedure as specified above and submit the Technical Bid online through CPP Portal. The following documents shall comprise Technical Bid :-

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- a. **Annexure-2** : The Bidder shall be required to print "Bid Submission Form' as per Annexure-2 on entity's letterhead, sign, scan and upload it online with the Bid in CPP Portal.
- b. **Annexure-9**: The Bidder shall be required to submit a notarized affidavit on non judicial stamp paper of Rs.10/- as per Annexure-9 to the effect of acceptance of the terms and conditions of the tender document. The Bidder shall ensure that copy of the Affidavit is scanned and uploaded in CPP Portal and hard copy of the same is sent alongwith EMD and other documents as per the timelines defined in the tender document.
- c. **Annexure 10** : The Bidder shall be required to submit a notarized affidavit on non judicial stamp paper of Rs.10/- as per Annexure-10 to the effect that non of the relatives of the Bidder are employees of Client and that the bidder has not been convicted of an offence under the Prevention of Corruption Act, 1988 and the bidder has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. The Bidder shall ensure that copy of the Affidavit is scanned and uploaded in CPP Portal and hard copy of the same is sent alongwith EMD and other documents as per the timelines defined in the tender document.
- d. **Annexure-11**: The Bidder shall be required to submit a notarized affidavit on non judicial stamp paper of Rs.10/- as per Annexure-11 to the effect that they have fully adhered to minimum eligibility criteria as per the requirements of the tender document and has provided services in the Ministries / Departments under Government of India and have experience in providing security services in any of the sensitive / VVIP areas like PMO, IB, Ministries under GOI, President's Secretariat, Parliament, State Assemblies, Supreme Court of India and High Court.
- e. **Annexure-12**: The Bidder shall be required to submit a notarized affidavit on non judicial stamp paper of Rs.10/- as per Annexure-12 to the effect that they have trained security manpower on their rolls for providing requisite services in accordance with the conditions of the tender document.
- f. **Annexure 8 : Technical Bid Form**: The Bidder shall be required to sign, scan and upload the Technical Bid Form as per Annexure 8 in CPP Portal.
- g. **Tender Document** : The Bidder shall be required to download the tender document and again upload it again while submission of tender with the DSC in support of their acceptance of the terms and conditions of the tender document.
- h. **Earnest Money Deposit** : A scanned copy of earnest money deposit or exemption certificate should be uploaded through CPP Portal as per clause 3 of the tender document. The Bidder shall ensure that original of the earnest money deposit / exemption certificate is also submitted in the office as per the instructions of Clause 2.1 of Annexure-3.
- i. **Documents in support of Minimum Eligibility Criteria** : The Bidder shall be required to upload each of the document online through CPP Portal as mentioned

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in Clause 2.1 of Annexure-3 of the Tender Document in support of their fulfillment of minimum eligibility criteria.

**7. FINANCIAL BID:**

- 7.1 The Bidder shall be required to quote their Financial Bid in a single consolidated statement "Bill of Quantity (BoQ)" template (XLS format) which is available on CPP Portal at [www.eprocure.gov.in](http://www.eprocure.gov.in). The e- Procurement Portal will accept the BoQ template only and hence the rate should not be quoted in any other place except BoQ template provided in the CPP Portal.
- 7.2 The Bidder should quote rates for each and every category of security services in terms in Indian Rupees (in figures as well as words in English). In case of difference of rate in figures and words, rate written in words shall only be considered. If rate is not quoted for all the category, the bid will not be valid and hence the same will be rejected. **The consolidated price will be taken into consideration while awarding of contract to the successful bidder.**
- 7.3 The rates quoted shall be firm and final. The price should be all inclusive of all i.e. Minimum Wages, EPF, ESIC, Uniform, & Liveries, Gratuity, Bonus, Substitute and other statutory charges arising from time to time. The prices shall be exclusive of GST, which is payable as per Government of India norms from time to time.
- 7.4 At the time of payment of bills, the income tax and any other tax / duty etc. that is required to be deducted, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

**8. CRITICAL DATES**

Sl. No.	Particulars	Date	Time
1	Date of online publication of tender	14.10.2019	1400 hours
2	Starting date of downloading tender document	14.10.2019	1400 hours
3	Starting date of submission of bid	14.10.2019	1400 hours
4	Closing date of submission of bid	18.11.2019	1100 hours
5	Closing date & time for submission of original EMD and affidavit	18.11.2019	Upto 1100 hours
6	Opening date of technical bid	19.11.2019	1100 hours

**9. TECHNICAL BID OPENING PROCEDURE**

- 9.1 The technical bids shall be opened online at CPP Portal by a committee of the officers constituted by the competent authority for the purpose at the time and date as specified in the tender document.

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- 9.2 A letter of authorization shall be submitted by the Bidder's representative, in case they wish to be present for opening of the bids before opening of the Bids.
- 9.3 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 9.4 After opening of the Technical Bids in CPP Portal, all documents uploaded by the Bidders in their Technical Bid shall be downloaded for detailed verification. The documents submitted by the Bidder in support of their minimum eligibility criteria alongwith EMD shall be examined in detail in accordance with the terms and conditions of the tender document.

**10. CLARIFICATION ON TECHNICAL BID EVALUATION.**

- 10.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing in conventional manner.
- 10.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- 10.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.1.

**11. TECHNICAL BID EVALUATION**

- 11.1 The Client shall follow segregated bid evaluation system where the technical bid and financial bid shall be evaluated separately.
- 11.2 The technical bid evaluation shall be done based on the following criteria:
- (i) That the Bidder has signed, scanned and uploaded copy of the 'Bid Submission Form' as per Annexure-2 in the prescribed format in CPP Portal.
  - (ii) That the Bidder has signed, scanned and uploaded the Technical Bid Form as per Annexure 8 in the prescribed format in CPP Portal.
  - (iii) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure 9 in the prescribed format in CPP Portal
  - (iv) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure 10 in the prescribed format in CPP Portal.
  - (v) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure 11 in the prescribed format in CPP Portal.
  - (vi) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure 12 in the prescribed format in CPP Portal.

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- (vii) That the Bidder has uploaded the tender document with DSC in CPP Portal in support of their acceptance of the terms and conditions of the tender document.
  - (viii) That copy of Earnest Money Deposit is scanned and uploaded in CPP Portal. The original of the EMD and other affidavits should be submitted by the Bidder as per the timelines specified in the tender document.
  - (ix) That the Bidder meets the minimum eligibility criteria as per Clause 2.1 of Annexure 3 and has uploaded copies of all documents required in support of minimum eligibility criteria as per clause 2.1 of Annexure-3.
- 11.3 The originals of Earnest Money Deposit, Annexure-9, Annexure-10, Annexure-2, Annexure-8, Annexure-11, Annexure-12 and Authority Letter to sign on behalf of the Bidder should be delivered by the Bidder in an enveloped superscribed "Tender for providing Security Services" in drop box at Reception, Office of the CAG of India, Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi – 110124 or sent by post at the above highlighted address on or before the dates specified in the tender document.
- 11.4 The bids shall be summarily rejected, if the tender is submitted other than through online (CPP Portal) or original Earnest money Deposit / exemption letter and other documents viz. affidavits are not submitted by the Bidders within stipulated date / time as mentioned in Clause 9 of Annexure 3 of tender document.
- 11.5 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality. The technical bid not meeting the minimum eligibility criteria as per the tender document, shall be rejected.
- 11.6 The bidder who qualifies in the technical evaluation stage shall only be called for opening of financial bids. Client shall intimate the bidders, the time/ venue for the Financial Bid opening in written communication.

**12. FINANCIAL BID OPENING PROCEDURE**

- 12.1 The Financial Bids of all the technically qualified Bidders, whose bids are accepted in conformity with the required specifications shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.
- 12.2 All the qualified bidders/their authorized representatives whose choose to be present at the time of opening of the Financial Bids shall be required to produce authority letter.
- 12.3 Absence of bidders or their authorized representatives shall not impair the legality of the process.
- 12.4 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process.

**13. RIGHT OF ACCEPTANCE:**

- 13.1 The Office of the Comptroller and Auditor General of India reserves all rights to reject



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any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the Office of the Comptroller and Auditor General of India in this regard shall be final and binding.

- 13.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 13.3 The competent authority of the office of the Comptroller and Auditor General of India reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
- 13.4 In case of failure to comply with the provisions of the terms and conditions of the contract by the agency (ies) that has/have been awarded the contract, the competent authority of the Office of the Comptroller and Auditor General of India reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
- 13.5 The office of the Comptroller and Auditor General of India may terminate the Contract if it is found that the Contractor is black listed/debarred on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

**14. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'**

- 14.1 After determining the successful Lowest Bidder(s), Client shall issue a Letter of Acceptance (LoA), in duplicate, to all the empanelled Agency(s) / Firm(s) who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within **Three (3) days** of receipt of the same by him.
- 14.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.
- 14.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor for mobilization.

**15. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)**

- 15.1 The Earnest Money Deposit of the unsuccessful bidders in the *technical Bid evaluation stage* shall be returned along with their unopened financial bids within seven (07) days after opening of the eligible financial Bids.
- 15.2 The Earnest money Deposit of the unsuccessful bidders in the *financial bid evaluation stage* shall be returned within seven (07) days, on award of contract to the Successful bidder.

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- 15.3 The Earnest money deposit of all the bidders shall be returned along with their un opened financial bids, in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids.
- 15.4 No interest shall be payable on the Earnest Money Deposit returned to unsuccessful bidders.

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**ANNEXURE-4**

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**GENERAL CONDITIONS OF CONTRACT (GCC)**

**1. DEFINITIONS**

**1.1 General**

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

“Agreement”	The word “Agreement” and “Contract” has been used interchangeably.
Party	The word “party” means the Successful Bidder to whom the work of providing security services has been awarded and the Client “Office of the Comptroller and Auditor General of India”.
Letter of Acceptance	Shall mean the intent of the Client to engage the successful bidder for providing security services in its premises
Notice to Proceed	Shall mean the date at which the security services are to commence in Client’s premises
‘Confidential Information’	shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value.
Termination Date”	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party
Contractor	Shall mean the successful bidder to whom the work of providing security services in Client’ premises has been awarded.

**1.2 CONFIDENTIALITY**

- 1.2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client’s business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client’s information.
- 1.2.2 If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.
- 1.2.3 The Security Staff shall not accept any gratitude, tip or reward in any shape

**2 PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)**

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- 2.1 The successful bidder within fifteen days of the acceptance of the LoA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee of any nationalized bank, a sum equivalent to 10% of the accepted contract value in favour of Pay and Accounts Officer, Office of the CAG of India, payable at New Delhi.
- 2.2 The Bank Guarantee can be forfeited by order of the competent authority of the Office of the Comptroller and Auditor General of India in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the Comptroller and Auditor General of India sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- a) If the contractor is called upon by the competent authority of the office of the Comptroller and Auditor General of India to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Office of the Comptroller and Auditor General of India shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor

**3. NOTICE TO PROCEED**

After the acceptance of the LoA and securing Performance Bank Guarantee from the successful bidder, Client shall issue the 'Notice to proceed', to the contractor authorising him to provide security services in the Office at the specified locations.

**4. SIGNING OF CONTRACT AGREEMENT**

- 4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.
- 4.2 Client shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.
- 4.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within Two (02) days of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- 4.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

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**5. SERVICES REQUIRED BY THE CLIENT**

- 5.1 The Contractor shall be providing guarding services in Client's premises as per the details given herein, or any other location as required by the Client to be read with the Assignment Instructions stated in the Schedule of Requirements.
- 5.2 The Client shall pay the charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of Bidding process.
- 5.3 The Contractor shall ensure deployment of security personnel in 8 hours shift in all the locations. The Contractor shall provide security services in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.
- 5.4 The Contractor shall also ensure that no security personnel are made to work beyond 12 hours in a day i.e. an overtime of maximum of 4 hours (in addition to regular shift of 8 hours) in a working shift shall be admissible. In case the Contractor is found to engage / deploy the security personnel in the duties in excess of 12 hours in a day, necessary applicable deductions for such period shall be made from the invoices presented by the Contractor and further action against the Contractor shall be taken by the Client.

**6. COMMENCEMENT OF SERVICES**

The Contract shall become legally binding and in force only upon :

- 6.1 Submission of Performance Bank Guarantee.
- 6.2 The Contractor shall commence guarding services in Client's premises within 30 days from the date of receipt of Notice to Proceed.
- 6.3 The Contractor shall submit detailed resume in respect of the Security Staff alongwith Photographs duly attested by their firm and verified by the Police after commencement of the guarding services to Client's office. In the event of non compliance of the condition, the Contract is liable to be terminated and the Contract shall be awarded to the next higher bidder. The Contractor is also liable to be blacklisted by the Client.

**7. CONTRACTOR'S OBLIGATIONS**

- 7.1 The Contractor shall provide security services at Client's premises as per assignment instructions stipulated in the Schedule of Requirements which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.
- 7.1.1 In addition to the Assignment Instructions, Client shall issue instructions to the Contractor for security arrangements for all the locations. The Contractor shall ensure that all security instructions as per the directions of the Client are complied in totality. In cases of negligence of duties, or in cases of non compliances of the instructions, or in cases of breach of the conditions of the contract, the Contract shall be liable to be terminated, the security deposit submitted by the Contractor shall be forfeited and the Contractor shall be liable to be blacklisted by the Client.

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- 7.2 The Contractor shall provide Security Services as per the Assignment Instructions and as per the directions of the Client through its uniformed and trained personnel for the performance of its services hereunder and these security personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor.
- 7.3 The Contractor shall ensure that all the Security personnel are covered under the provisions of Minimum Wages Act. The Contractor shall also ensure that the salary of the security personnel should not be less than the prevailing minimum wages under any circumstances.
- 7.4 The Contractor shall also ensure that all the security personnel are paid their salary in accordance with the monthly contracted amount with the Client. In case it is found that the Contractor has disbursed salary to the security personnel less than the amount contracted with the Client, the Contract shall be terminated without any prior notice, the security deposit of the Contractor shall be forfeited and the Contractor shall be blacklisted.
- 7.5 The Contractor shall ensure that all the security personnel are covered under the provisions of EPF, ESIC and any other laws applicable from time to time while providing the security services to Client. The Contractor shall ensure that the details of amount deducted on account of EPF and ESI and any other deducted amount from the security personnel salary are submitted to the Client on a monthly basis.
- 7.6 The Contractor shall produce to the client the details of payments of statutory benefits like EPF, ESIC, bonus, leave, Uniform, relief etc. from time to time to its personnel. The Contractor shall be required to produce the details of amount deposited with EPFO, ESIC and any other applicable organization in respect of the security personnel on quarterly basis.
- 7.7 The Client shall have the right, within reason, to have any security personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the guard with prior permission of the Client, emergencies, exempted.
- 7.8 The Contractor shall cover its security personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
- 7.9 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Guarding Services in accordance with assignment instructions.
- 7.10. The Contractor shall ensure that its personnel do not allow any property of the Client to be taken outside of the premises without the written permission of the person(s) authorised by Client.
- 7.11 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same.
- 7.12 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 7.13 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.

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- 7.14 The Contractor shall provide uniform to its security personnel at its own cost.
- 7.15 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the Contractor from time to time to Client.
- 7.16 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.
- 7.17 The antecedents of Security staff deployed shall be got verified by the Contractor from local police authority and an undertaking in this regard to be submitted to the Client.
- 7.18 Adequate supervision shall be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties.
- 7.19 The Contractor shall ensure preparation of the attendance register of all the security personnel site-wise. The attendance registers of all the sites shall be got verified by the Contractor on a daily basis with the competent authority of the Client.
- 7.20 The Contractor shall ensure that the field supervisors / operator managers of their agency does patrolling on a daily basis, both in the day shift and night shift. The report of the patrolling shall be submitted by the Contractor on weekly basis to the Client.
- 7.21 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.

**8. CONTRACTOR'S LIABILITY**

- 8.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the Guarding Services to the Client.
- 8.2 The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
  - 8.2.1 caused by, resulting from or in connection with any Biological or Chemical Contamination or any Nuclear Risks;
  - 8.2.2 consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of the Guarding Services to the Client.
- 8.3 The Contractor shall not Sub-Contract, transfer or assign the contract or any other part thereof without prior written permission of the Client. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.



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**9. CLIENT'S OBLIGATIONS**

- 9.1 No employee of the Contractor shall be contracted or employed by the Client through any other contractor in similar manner within a period of 6 months of having left the services of the Client.
- 9.2 Except as expressly otherwise provided, the Client shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the Guarding Services are to be provided to enable Contractor's employees to carry out the Guarding Services. Such equipment and facilities shall include, without limitation, adequate heating/air, lighting, power, toilet facilities and chair, drinking water, office stationery, files, ledgers, registers etc.
- 9.3 The Client shall comply with and fulfill the security recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Guarding Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Guarding Services as soon as possible after the Client becomes aware of them.
- 9.4 The Client shall provide such assistance as considered necessary.

**10. VALIDITY OF CONTRACT**

The contract, if awarded, shall be initially for a period of one year from the date of award subject to continuous satisfactory performance. In case of breach of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Client. The initial period of one year can be further extended for two more terms of one year each i.e. the total duration of the contract period shall not exceed three years, subject to satisfactory services at the sole discretion of the office of the Client.

**11. PAYMENTS**

- 11.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client for the security services.
- 11.2 The prices in the Price Schedule shall be exclusive of any GST/ service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
- 11.3 The Contractor shall raise invoice per month and submit the same to Client by 5<sup>th</sup> of every following month. The Client shall make all endeavour to make payments within 15-20 days from the date of the receipt of the invoice to the Contractor.
- 11.4 The initial cost of the Contract shall be valid for a period of one year. No price escalation, other than minimum wages revision, shall be entertained by the Client during the period.

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- 11.5 After expiry of the initial period of the Contract of one year and if the Contract is renewed by the Client, the Contractor shall claim increase in the Contract cost only on account of increase in the minimum wages, as and when increased by the Government.
- 11.6 In addition to the Contract payments, the Client shall pay for any additional services required by the Client, which are not specified in the *Price Schedule*.
- 11.7 All payments shall be made by NEFT only, after deducting TDS, as per the rules of the Government and as applicable from time to time.
- 11.8 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- 11.9 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
- 11.10 Client shall not be liable for any payment of any administrative charges incurred by the contractor on account of disbursal of insurance claim/ EPF/ ESIC etc. towards its employees

**12 LABOUR AND CONTRACTOR'S PERSONNEL**

**12.1 Labour Compliances**

The Contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month alongwith the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonus.

- 12.2 Contractor shall at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Essential Ac; Bonus Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.

**12.3 Engagement of Security Personnel**

The Contractor shall make its own arrangements for the engagement of all Security and other administrative personnel for providing guarding services in Client premises and shall use due diligence in arranging for a sufficient and suitable supply of such personnel but all such

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arrangements in India shall be in accordance with the general local usage and subject to the Applicable Laws.

**12.4 Contractor's Personnel**

- 12.4.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client premises at the Client Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.
- 12.4.2 The Contractor shall submit its Organisation Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel
- 12.4.3 The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges).

**13. PENALTIES**

- 13.1 The Contractor shall disburse salary to its deployed guarding manpower, latest by 5<sup>TH</sup> of every month, failing which penalty of Rs.10,000/- per day will be imposed upto 15<sup>th</sup> of the month and thereafter the contract shall be liable to be terminated, the Security Deposit / Performance Bank Guarantee shall be forfeited and the Contractor is liable to be blacklisted by the Client. In such cases, the Client shall have the power to appoint any other agency for the security services at the risk and cost of the Contractor.
- 13.2 Whenever and wherever it is found that the assigned work is not performed upto the entire satisfaction as per the directions of the Client, , it will be brought to the notice of Contractor by the Client and if no action is taken immediately, penalty of Rs.5000/- per day per complaint will be imposed by invoking penalty clause.
- 13.3 Besides, deploying the minimum requirements of number of security guards / supervisors in the Client's premises, the Contractor shall also ensure that adequate numbers of guarding personnel are available with the Contractor as a pool of standby guarding personnel. If the required number of security guards/ supervisors are less than specified number as mentioned in the contract, a penalty of Rs.5000/- per absentee per day shall be deducted from the bill(s).
- 13.4 In case the Contractor fails to fulfil the minimum statutory requirements like payment of Minimum Wages, Benefit of EPF, ESIC, Leave, Gratuity etc. as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.
- 13.5 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring of security services in the event of Contractor failing to provide requisitioned number of security manpower, the Client shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the Vendor or that may become due to the Vendor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Client.

**14. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES**

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14.1.1 “Force Majeure” shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but no more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- 14.1.2 the date of commencement of the event of Force Majeure;
- 14.1.3 the nature and extent of the event of Force Majeure;
- 14.1.4 the estimated Force Majeure Period,
- 14.1.5 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- 14.1.5 the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- 14.1.6 any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

**15. TERMINATION**

- 15.1 This Contract may be terminated forthwith by either party by giving written notice for a minimum period of one month to the other if the other party is in material breach of its obligations under this Agreement and, in the case of such breaches as are capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- 15.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if:
  - 15.2.1 In case of breach of any of terms and conditions of the Contract and/or unsatisfactory services by the Contractor and/or the Contractor goes bankrupt and becomes insolvent, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event security deposit in the form of performance Bank Guarantee shall be forfeited and in such event the Contractor is liable to be blacklisted by the Client.

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**16. DISCLAIMER**

The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their spouse.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

**17. INSOLVENCY**

- 17.1 The competent authority of the office of the Comptroller and Auditor General of India may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- ii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

**18. CURRENCIES OF BID AND PAYMENTS**

- 18.1 The Bidder shall submit his price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

**19. GOVERNING LAWS AND SETTLEMENT OF DISPUTE**

- 19.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be

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referred for adjudication to the arbitration of a sole arbitrator to be appointed by the parties in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties.

19.2 **Jurisdiction of Court :** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Delhi.

**20. CORRUPT OR FRAUDULENT PRACTICES**

- 20.1 The Contractors shall observe the highest standard of ethics during the period of the contract.
- 20.2 CAG's office shall reject the Bid, if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 20.3 CAG's office will declare a firm ineligible / black-list, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.
- 20.4 CAG's office shall also terminate the contract and black list the contractor in case it is found that the contractor was blacklisted /debarred by any other organization on any occasion.

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**ANNEXURE-5  
SPECIAL CONDITIONS OF CONTRACT  
(SCC)**

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1. The special conditions of Contract shall supplement the “Instructions to the Bidders” as contained in Section 5 and General Conditions of the Contract (GCC) as contained in Section 6.

**2. INDEMNIFICATION:**

The successful bidder is solely liable to fully indemnify and keep Client indemnified against all loses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.

**3. LABOUR LAW COMPLIANCES**

- 3.1 The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.
  - (a) All wages allied benefits such as leave, ESI, PF, Gratuity , Bonus etc, shall be paid by the contractor and Client shall not incur any liability or additional expenditure whatsoever for personnel deployed.
  - (b) It is mandatory that the employees must be paid through bank/cheques only.
- 3.2 The Contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation, Workmen Compensation Act, Bonus Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month alongwith the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonus.
- 3.3 The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.
- 3.4 The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory



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dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.

3.5 The Contractor shall submit periodical returns as may be specified from time to time.

**4. OFFICIAL RECORDS :**

4.1 The Contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in Client's office.

4.2 The Contractor shall maintain a personal file in respect of all the staff who is deployed in Client's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-à-vis action taken etc.

4.3 The Contractor shall furnish an undertaking that within seven days of the close of every month they will submit to Client a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESIC / EPFO Commissioners.

4.4 Each monthly bill must accompany the:

- (a) List of employees with their date of engagement
- (b) The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/ EPF/ Bonus etc.)
- (c) Copies of authenticated documents of payments of such contributions to EPFO/ESIC
- (d) Declaration of the Contractor regarding compliance of clause 8.3 Amount of EPF / ESIC

4.5 The Contractor shall also prepare a register indicating all payments / dues in respect of all the employees.

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**ANNEXURE-6**

**SCHEDULE OF WORKS/  
SERVICES TO BE PROVIDED**

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In this Schedule of Requirements, the details of guarding services to be provided by the Contractor and also other information, instructions of the Client and instructions to the Contractor's employees posted at the Clients' site are and all such other aspect of the Contracts are to be mentioned.

**1. GENERAL INSTRUCTIONS**

1.1 The Contractor shall deploy all security personnel at the Client facility in the manner and as per the instructions of the Client.

1.2 The Contractor shall ensure that all security personnel are fully conversant with the premises and with the client's business activities and it's related security requirements. Hence the staff will observe / ensure the following :

**1.2.1 CODE OF CONDUCT**

The Contractor shall ensure that their security personnel

- (i) Are always smartly turned out and vigilant.
- (ii) Are punctual and arrive at least 15 minutes before start of their shift. Delayed arrival of the reliever shall invite penalty of Rs.500/- per delay.
- (iii) Take charges of their duties properly and thoroughly.
- (iv) Perform their duties with honesty and sincerity.
- (v) Read and understand their Post and site instructions and follow the same.
- (vi) Extend respect to all the Officers and staff of the office.
- (vii) Shall not drink on duty, or come drunk and report for duty.
- (viii) Will not gossip or chit chat while on duty.
- (ix) Will not leave the post unless their reliever comes.
- (x) Will never sleep while on duty post.
- (xi) Will not read newspaper or magazine while on duty.
- (xii) Will immediately report if any untoward incident / misconduct or misbehavior occurs, to the Contractor and the Client.
- (xiii) When in doubt, approach concerned person immediately.
- (xiv) Will take periodic rounds around the premises.
- (xv) Security should not leave the post without the knowledge of the shift – Incharge. If necessary the needful arrangement will be made by the Supervisor.
- (xvi) Security personnel should get themselves checked whenever they go out by the other shift security.
- (xvii) Are extremely courteous with very pleasant mannerism.

**1.2.2 CONFIDENTIALITY**

- (i) The phone number and movement plans of the client will not be given to anyone.
- (ii) The following information about the client will not be given to anyone.
  - a. Car make, color and number of higher officials.
  - b. Telephone no./ any other information.
  - c. Location and movement plans.
  - d. Meetings and conference schedules.
  - e. Site plan of the premises.
  - f. Travel details of the clients.

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**1.2.3 PERSONAL MOVEMENTS**

- (i) Personnel In and Out record to be maintained manually in the register.
- (ii) Security will keep record of the Sundays, holidays and late working employees.
- (iii) Security will also keep vehicles in and out details in the registers.
- (iv) **Contract staff / Casual laborers** – Identify the person and ensure that the casual staff is wearing the I.D. cards.
- (v) House keeping movements register to be maintained.
- (vi) **Be polite with the visitors and ask them to sit till the concerned staff arrives.**
- (vii) Check the identity cards

**1.2.4 MATERIAL MOVEMENTS**

- (i) Incoming material- Check the documents carefully and receive the items with the due entry and forward it to the concerned person.
- (ii) Outgoing – Before sending the material, have a proper check as per Challans. Do not send out any material without seal and sign of the authorized person.
- (iii) Returnable and non- returnable record has to be maintained. A periodic status report, i.e. weekly report will be generated by security and submitted to Admn. Department for follow up action on items that have not returned on due date.
- (iv) All material coming in and going out to be recorded correctly as per Challans.
- (v) Materials coming in to the premises must be accompanied by a proper Challans.
- (vi) No item will be taken out without written permission of the authorized person.
- (vii) Documents for material incoming and outgoing should be implemented with a list of authorized signatories.

**1.2.5 MAIL AND COURIER MOVEMENTS**

- (i) All Couriers/ Dak incoming shall be directed to the Receipt and Issue Section of this office.

**1.2.6 TELEPHONE HANDLING**

- (i) **Security are instructed very strictly not to misuse the telephones in the facility.**
- (ii) All calls should be handled courteously.
- (iii) He will take the messages correctly and convey to the concerned person immediately.

**1.2.7 PATROLLING PROCEDURES**

- (i) The guard must ensure that once the office is closed all the unwanted lights and **Air conditioning units** is put off.
- (ii) Security should not switch off the computers, which are left on.
- (iii) Patrolling should be taken on an hourly basis once the office is closed.
- (iv) He will keep a watch on the activities of the casual laborers / contractors.
- (v) If he finds anything unusual / untoward, a written report must be given to the Admn. Head.

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- (vi) The Contractor shall also ensure that patrolling is done once during the day time and once in the night time by their specialized persons and a report of the same be submitted to the Client once in a Week.

**1.2.8 FRISKING / CHECKING PROCEDURES**

- (i) All contract staff will be thoroughly frisked at the time of their leaving the office premises in the evening. In case of any person resisting, the same will be clearly informed to the concerned authority.
- (ii) All garbage being removed from the premises by the housekeeping personnel or any one else must be thoroughly checked before they are being taken out.
- (iii) If anything untoward is found, it must be reported to Administration head.

**1.2.9 CHANGING OVER AND TAKING OVER**

- (i) He will go through the log and entries of previous shift and discuss the progress plan with the reliever.
- (ii) Both the security guards / Supervisors will check the entire building thoroughly.
- (iii) Reliever guard should check all the documents, which are related to security before taking over charge.
- (iv) They should check all the systems which are in the facility / under security.
- (v) Occurrences report register to be maintained.
- (vi) Reliever guard should check previous shift guard before taking over charge.

**1.2.10 CLEAN DESK POLICY**

- (i) All the staff should ensure that their desks are clean before they leave for the day i.e. no important items are left on the table top.

**1.2.11 NOTE FOR THE CLIENT**

- (i) List of authorized signatories to be provided.

**1.2.12 FIRE CONTROL**

- (i) Security should know where the fire extinguishers are located / installed and be able to operate them immediately in case of any fire accidents.
- (ii) Check the life of the fire extinguishers, i.e. due date of next recharge. If the due date is over, give a written complaint to the Client.
- (iii) In case of fire, prompt action be taken by the security to safeguard the life and property of the client.
- (iv) In the event of any fire, rush to the spot, muster all manpower available and take control of fire fighting operations.
- (v) If necessary, security should call Ambulance team on phone No. 102.

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- (vi) Employees to be made aware to respond during emergency.

**1.2.13 EMERGENCY PROCEDURES**

- (i) The security should have all the addresses and contact numbers of nearest police station, hospital, ambulance and fire brigade.
- (ii) Security will immediately report if any untoward incident / misconduct or misbehavior occurs, to the Contractor and Client.
- (iii) Security person should know the entire emergency exits doors and main entry gates, so that he can take suitable action at a short notice.
- (iv) Identify the emergency and it's gravity.
- (v) In case of emergency, ring the alarm bell / siren (If available)

**3. DEPLOYMENT AND TENTATIVE REQUIREMENTS OF SECURITY STAFF**

The tentative requirements of SECURITY STAFF (UN-ARMED) shall be as under:

Description of Services	Location	Required No. of Guards / Supervisor	Hours
Security Supervisor	Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi-110124	03	8 Hours each
Security Supervisor	10 Bahadur Shah Zafar Marg, New Delhi-110124	03	8 hours each
Security Guards	Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi-110124	35	8 hours each
Security Guards (Ex-Servicemen)	Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi-110124	03	
Security Guards	10 Bahadur Shah Zafar Marg, New Delhi-110124	19	8 hours each
Security Guards (Ex-Servicemen)	10 Bahadur Shah Zafar Marg, New Delhi-110124	03	8 hours each
Security Guards	Residential Complex, Ravi Tower Vaishali	06	8 hours each

**EMERGENCY PROCEDURES**

**(1) IN CASE OF THEFT/BREAK IN**

*Action by Security Guard*

- a) Detain person/vehicles
- b) Investigate the matter/case
- c) Inform the Contractor's control room at  
Phone Nos.....
- d) Report to the contact person
- e) Inform the Patrolling Supervisor
- f) Inform the Client

**(2) IN CASE OF FIRE**

**Action by Security Guard**

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- a) Try to extinguish fire**
- b) *In case of **FIRE** guard can call **FIRE DEPT.** (Ph No. 101)*
- c) *Inform the Contractor's control room at  
Phone Nos.....*
- d) *Report to the contact person*
- e) *Inform the Patrolling Supervisor*
- f) *Inform the Client*

**(3) IN CASE OF BOMB THREAT CALL**  
**Action by Security Guard**

- a) *Inform the Contractor's control room at  
Phone No.....*
- b) *Report to the contact person*
- c) *Inform the Patrolling Supervisor*
- d) *Inform the Client\*

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**ANNEXURE-7**

**PRICE BID  
(to be quoted in CPP Portal in BoQ in  
XLS format)**

**Note**

- (i) The bidder are required to quote the break-up / bifurcation of above quoted prices in Table 'A' of Price Bid.
- (ii) Payments shall be made by the Client as per the terms and conditions of the Tender Documents.
- (iii) Prices shall be valid for a period of one year. However, on revision of minimum wages, Contractor may request in writing for enhancement of minimum wages accordingly to the Client, which shall be considered and agree, if found reasonable by the Client.
- (iv) The charges shall be on 26 days a month basis (as per the norms of Government of NCT of Delhi, Labour Department).
- (v) The quoted consolidated monthly amount shall be inclusive of all charges including Client's contribution towards ESI, PF, Gratuity, Bonus, Leave, Substitutes, uniform and training.
- (vi) The prices in the Price Schedule shall be exclusive of any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
- (vii) The Contractor shall mandatorily ensure that the cost per head as shown in Table 'A' is paid as monthly wages to their employees who are deployed in Client's premises for different services.



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**QUOTE YOUR PRICES**

Category	Minimum Monthly Wages (As per Government of NCT of Delhi norms) or QUOTED WAGES (not less than the prevailing minimum wages)	ESI	EPF	EDLI	Bonus	Any other charges (like leave reserve, gratuity, uniform, any other-- Please specify)	Cost per head / per month	Number of Persons Required (8 hrs shift)	Total Cost of guarding Staff (h x i)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
Security Guard (un armed)- DELHI Location								54	
Security Guard (Ex-Servicemen un armed)- DELHI								06	
Security Guard (un armed)- Vaishali, Ghaziabad (UP) Location								06	
Security Supervisor (un armed)- DELHI Location								06	
						Service Charges ( %)			
<b>TOTAL QUOTED BID PRICE (RS.)</b>									
<i>Rupees.....</i>									

**The Contractor is also required to quote prices for Security Guard (Armed) in the following proforma. The quote for Security Guard (Armed) SHALL NOT form part of financial bid price**

Category	Basic Wages	ESI	EPF	EDLI	Bonus	Any other charges (like leave reserve, gratuity, any other-- Please specify)	Cost per head / per month
Security Guard (Armed)- DELHI Location							

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**ANNEXURE-8  
TECHNICAL BID FORM**

1. Name of the firm.....
2. Name of the authorised person submitting the Bid “Shri/Smt/Ms.....
3. Designation of the authorized person submitting the Bid.....
4. Name, Designation, address and Mobile Number of alternate person.....  
.....
5. Address of the firm .....  
.....  
.....
6. Tel no. with STD code (O).....(Fax).....(R).....
7. Mobile No. of the person submitting the Bid.....
8. E-mail of the person submitting the Bid.....
9. Organization's email ID.....
10. Website Address.....
11. Registration & incorporation particulars of the firm:
  - i) Private Limited
  - ii) Public Limited
  - iii) Any other – Please specify.....
12. Name of Director(s).....
13. Email ID of Director (s).....
14. Mobile Number of Director (s).....
15. Bidder’s bank, its address and current account number .....  
.....  
.....
16. Permanent Income Tax number, Income Tax circle .....
17. GST No. ....
18. EPF Registration No. ....
19. ESIC Registration No. ....

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20. Particulars of EMD

- i) Demand Draft / Bank Guarantee No.....
- ii) Date.....
- iii) Name of Bank.....
- iv) Address of Bank.....
- v) Validity of BG/DD.....

21. Description of similar work of providing furniture items during the last three financial years in Government Departments

Description of Work / order executed	Actual Value of work / order executed	Name of Government Department / Organization	Start Date	Finish Date	Document evidence upload (Yes/No)

**Details of Uploaded Documents**

1.	Earnest Money Deposit	Yes/No
2.	Copy of PAN	Yes/No
3.	Copy of GST	Yes/No
4.	Copies of Last three years Balance Sheet	Yes/No
5.	Copies of ITR for the last three years	Yes/No
6.	Experience Certificates and Work orders	Yes/No
7.	Annexure-2	Yes/No
8.	Annexure-8	Yes/No
9.	Annexure-9	Yes/No
10.	Annexure-10	Yes/No
11.	Annexure-11	Yes/No
12.	Annexure-12	Yes/No

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**ANNEXURE-9**

**UNDERTAKING**

(Notarized Affidavit to be executed on non judicial stamp paper of Rs.10/-).

**A copy of Affidavit same should be scanned and uploaded in the CPP Portal and hard copy should be delivered alongwith other documents as per the timelines of the tender document.**

1. I, the undersigned certify that I have gone through all the terms and conditions mentioned in the tender document No.....dated.....and undertake to comply with them unconditionally.
2. That the rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
3. That I/We give the rights to the competent authority of the office of the Comptroller and Auditor General of India to forfeit the Earnest Money/Security money deposit submitted by me/us in case of breach of conditions of Contract and take action for blacklisting my/our agency.
4. That I/We also give rights to the competent authority of the office of the Comptroller and Auditor General of India to forfeit the Earnest Money Deposit and blacklist our agency in case our agency fail to accept the work order and/or execute the contract agreement, or in cases of negligence in executing the contract, or in case of breach of contract.
5. That I/We also give rights to the competent authority of the office of the Comptroller and Auditor General of India to forfeit the Earnest Money Deposit and initiate action against our agency for blacklisting in case our agency fail to submit the performance bank guarantee in accordance with the terms and conditions of the tender document / contract agreement / Letter of Acceptance.
6. That I/We also declare that Government of India or any other Government body has not declared us ineligible or black listed or debarred us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of any nature.
7. That I hereby undertake to provide the items as per the directions given in the tender document/contract agreement.

**Place:**

**Date:**

Dated Signature of Bidder alongwith Stamp.....

Name of the Bidder.....

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**ANNEXURE-10**

**(Notarized Affidavit to be executed on non judicial stamp paper of Rs.10/-).  
A copy of Affidavit same should be scanned and uploaded in the CPP Portal and hard  
copy should be delivered alongwith other documents as per the timelines of the  
tender document.**

- (i) That I, the undersigned that my firm has not been convicted of an offence under the Prevention of Corruption Act, 1988.
- (ii) That my firm has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (iii) That I hereby certify that none of my relative(s) as defined in the tender document is/are employed in CAG'S OFFICE as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, CAG'S office shall have the absolute right to take any action including termination of the Contract as deemed fit/without any prior intimation to me.

**Place:**

**Date:**

Dated Signature of Bidder alongwith Stamp.....

Name of the Bidder.....

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**ANNEXURE-11**

**(Notarized Affidavit to be executed on non judicial stamp paper of Rs.10/-)  
A copy of Affidavit same should be scanned and uploaded in the CPP Portal and hard  
copy should be delivered alongwith other documents as per the timelines of the  
tender document.**

- (i) That I, the undersigned undertake that I have fully adhered to minimum eligibility criteria as per the requirements of the tender document No.....dated.....
- (j) That my agency M/s.....has atleast five years' experience for providing security services in Ministries / Departments under Government of India
- (k) That my agency M/s .....has experience in providing security services in any of the sensitive / VVIP areas like PMO, IB, Ministries under GOI, President's Secretariat, Parliament, State Assemblies, Supreme Court of India and High Court. The details of work experience and work completion certificates have been enclosed.
- (l) That my agency also has carried out atleast one similar work of providing security services costing not less than Rs.....crore for entire one contract in the last three years in Government Department.....

**Place:**

**Date:**

Dated Signature of Bidder alongwith Stamp.....

Name of the Bidder.....

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**ANNEXURE-12**

**(Notarized Affidavit to be executed on non judicial stamp paper of Rs.10/-)  
A copy of Affidavit same should be scanned and uploaded in the CPP Portal and hard  
copy should be delivered alongwith other documents as per the timelines of the  
tender document.**

- (i) That I, the undersigned undertake that my agency M/s..... have its own trained security manpower on our rolls to provide requisite services in accordance with the tender No.....dated.....
- (j) I also undertake that the workers employed would be paid atleast minimum wages (both for skilled and unskilled) as per orders of Govt. of NCT of Delhi and oblige all statutory requirements with respect to ESI, EPF and other labour compliances etc., with reference to those workers in accordance with the conditions of the contract.

**Place:**

**Date:**

Dated Signature of Bidder alongwith Stamp.....

Name of the Bidder.....

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ANNEXURE-13

**CONTRACT AGREEMENT NO.....**

THIS AGREEMENT is made on ..... between **Director (P), Office of the Comptroller and Auditor General of India** (hereinafter referred to as “Client” which expression shall include his successors and assigns), and whose principal place of office is at Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi of the One Part,

**AND**

**M/s.....**having its registered office at.....(Hereinafter referred to as “the Contractor”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing security service.

- I. **WHEREAS** the Client invited bids through open tender, vide Notice Inviting Tender dated ..... for “**availing guarding services at its office premises and residential complex under Tender No. ....**”
- II. **AND WHEREAS** the Contractor submitted his bid vide..... in accordance with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client
- III. **AND WHEREAS** the Client has selected **M/s.....**as the successful bidder (“the Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance (LoA) No. ....**, to the Contractor on ..... for a total sum of ..... [Rupees ..... Only].
- IV. **AND WHEREAS** the Client desires that the security services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. **AND WHEREAS** the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the guarding services of its premises in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.



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- VI. **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.
- VII. **AND WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing guarding services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.
- VIII. The Client and the Contractor agree as follows:
1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
  2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
    - (a) The Letter of Acceptance (LoA) issued by the Client.
    - (b) Notice to Proceed (NTP) issued by the Client
    - (c) The complete Bid including tender document including tender document with detailed terms and conditions of the Contract, as submitted by the Contractor.
    - (d) The Addenda, if any, issued by the Client.
    - (e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
    - (f) Charges – Schedule annexed to this Article of Agreement
    - (g) Supplementary Agreements executed from time to time.
  3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
  4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.
- VII. **IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of  
**Office of the Comptroller and  
Auditor General of India**

**(Authorised Signatory)**

**(Authorised Signatory)**

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**ANNEXURE-14**

**PERFORMANCE BANK GUARANTEE**

(To be executed on non Judicial stamped paper of an appropriate value)

Date : .....

Bank Guarantee No : .....

Amount of Guarantee : .....

Guarantee Period : From ..... to.....

Guarantee Expiry Date : .....

Last date of Lodgement : .....

**WHEREAS** Office of the Comptroller and Auditor General of India (“**NATIS**”) having its office at Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi-110124 (hereinafter referred to as “**The Owner**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance(LoA)*] (“**Contract**”) with [*insert name of the Successful Bidder*] .....(hereinafter referred to as the “**Contractor**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of guarding services (“**Guarding Services**” shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*].....and various other documents forming part thereof.

**AND WHEREAS** one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to 10% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**Guaranteed Amount**”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Warranty Period including any extension thereof.

**AND WHEREAS** the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the “**Bank**”) having its registered office at [*insert the address*].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The

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Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PGB to the bank for amendment in price.

- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [figure of Guaranteed Amount to be inserted here].....  
.....only).
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed within the stipulated period from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted].....granted to him by the Bank.

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Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

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**ANNEXURE-15**

(Letter of Authorisation for attending Bid Opening)

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING  
(To reach on or before time of bid opening (Technical and Financial))**

To

The Sr. Administrative Officer (GS)  
Office of the Comptroller and Auditor General of India  
Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi

Subject: Authorization for attending bid opening on \_\_\_\_\_ (date) in  
the Tender No. \_\_\_\_\_ .

Following persons are hereby authorized to attend the bid opening for the tender  
mentioned above on behalf of \_\_\_\_\_ (Bidder)  
in order of preference given below.

<b>Order of Preference</b>	<b>Name</b>	<b>Specimen Signatures</b>
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I.

II.

Alternate Representative

Signatures of Bidder

Or

Officer authorized to sign the bid

Documents on behalf of the Bidder

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received

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**ANNEXURE-16**

**BID SECURITY FORM**

No.....

Date.....

To

**Director (Personnel),.....(hereinafter called “The Owner”)  
Office of the Comptroller and Auditor General of India  
Pocket 9, Deen Dayal Upadhya Marg,  
New Delhi**

Whereas M/s.....(Hereinafter called “the bidder”) has submitted its bid dated.....for providing security services for on contract basis under Tender No...../GS/57-2016 dated ..... KNOW ALL MEN by these presents that WE .....of having our registered office at .....

(Hereinafter called ‘the Bank’) are bound unto The Owner in the sum of Rs 10,00,000/- (Rupees Ten lakh only) for which payment will and truly to be made of the Owner, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
  - (a) fails or refuses to execute the Contract, if required;  
OR
  - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.  
OR
  - (c) fails or refuses to perform their duties fully or partially to the satisfaction of the Owner.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in .....of the Bid document up to 120 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness  
Address of witness

Signature of the Bank Authority  
Name  
Signed in capacity of  
Full address of Branch  
Tel No. of Branch  
  
Fax No. of Branch