

# **O.S.T.C. FARIDABAD**

**Tender Document  
for providing**

**Security Guards  
at OSTC, FARIDABAD**

**ORIENTAL STAFF TRAINING COLLEGE,  
SECTOR-11, MATHURA ROAD,  
FARIDABAD**

**(Please check that there are 42 pages)**

Signature and Seal of Tenderer

# **TENDER DOCUMENT FOR PROVIDING**

## **“Security Guards”**

### **AT**

**ORIENTAL STAFF TRAINING COLLEGE,  
SECTOR-11, MATHURA ROAD,  
FARIDABAD**

## **TECHNICAL BID PART - I (UNPRICED)**

**Tender Document for Providing  
"Security Guards"  
at OSTC, FARIDABAD**

**PART –I TECHNICAL BID (UNPRICED**

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**SECTION-I**

**THE ORIENTAL INSURANCE COMPANY LIMITED  
ORIENTAL STAFF TRAINING COLLEGE,  
SECTOR-11, MATHURA ROAD, FARIDABAD.**

**NOTICE INVITING TENDER FOR PROVIDING SECURITY GUARDS**

Chief Manager, Oriental Staff Training College, (OSTC), invites sealed tenders in the prescribed format under two bid system - Technical Bid (Part-I un-priced) & Financial Bid (Part-II priced) - from the full time Security providers possessing Eligibility Criteria as under:

- 1) **The Contractor should be registered as Firm with appropriate Authority or a Company registered under Companies Act (Attach Certificate).**
- 2) **The Contractor will be required to register with the Government Labour Department for obtaining a valid license under the Contract Labour (Regulation and Abolition) Act for engaging the Security Guards and submit the relevant certificate from the Competent Authority for deployment of Security Guards in our Organization. The Agency will be required to submit this Certificate/Exemption Certificate within one month of award of the work.**
- 3) **The Contractor should be having valid ESI, EPF No., PAN No, Service Tax Number (attach document in support of the same).**
- 4) **The Average Turnover of the Agency during 2008-09, 2009-10 & 2010-11 should be at least Rs.7 lakhs. (Attach Certificate from Chartered Accountant )**
- 5) **The Contractor should have a minimum experience of three years i.e. 2008-09, 2009-10 and 2010-11, in providing security services to large Government Organization/ PSUs/ Banks/ Organization of Repute/Multinational Companies/ Big Industrial Houses (Attach Certificate from the Concerned Employers).**

Interested contractors, as mentioned above, can obtain the detailed tender document containing the terms & conditions, against a written request on their own letter head from the office of Manager, Oriental Staff Training College, (OSTC), Faridabad against Cash/ submission of a non-refundable Demand Draft of Rs.500/- (Rs.Five Hundred only) drawn on any Nationalized / Scheduled bank in favour of **“The Oriental Insurance Co.Ltd., A/c. Staff Training College”** payable at **Faridabad** on all working days (Monday to Friday) between 10.00 to 14.30 hours. The time schedule of tendering is specified below:

i)	Issue of tender document	:	10.05.2012 to 31.05.2012
ii)	Tender document Fee (Non-refundable)	:	Rs.500/- (Rs.Five hundred only)
iii)	Last date & time for submission of tender	:	06.06.2012 upto 5.00 P.M.
iv)	Date & time of opening of Technical Bids	:	07.06.2012 at 11.30 A.M.
v)	Date of Pre-bid conference	:	18.05.2012 at 11.00 A.M.

Signature and Seal of Tenderer

SECURITY GUARD TENDER -May 2012

vi)	Date & time of opening of Financial Bids	:	Will be intimated to the Technically qualified bidders at a later date
vii)	Earnest Money Deposit (EMD)	:	Through Demand Draft Rs.30,000/- (Rs.Thirty thousand only).

The tender document can also be downloaded from the website [www.orientalinsurance.org.in](http://www.orientalinsurance.org.in) and the same will be accepted along with the **tender fee of Rs.500.00 (Five Hundred only)**, mentioned above, through a separate Demand Draft drawn on any Nationalized/Scheduled bank favoring **"The Oriental Insurance Co. Ltd., A/c. Staff Training College, payable at Faridabad**

**All amendments/information with respect to this Tender will be uploaded on the Company's Website [www.orientalinsurance.org.in](http://www.orientalinsurance.org.in) and notice thereof will not be published in any newspaper. All Tenderers are, therefore, advised to visit the website regularly for updates.**

Chief Manager, OSTC, reserves the right to reject any or all of the tenders in part or full without assigning any reason(s).

Chief Manager  
OSTC, Faridabad.

Signature and Seal of Tenderer

**Section - 2**

**Instructions to Tenderers**

**General :**

**1.1** Oriental Staff Training College,(OSTC), Faridabad is a Corporate training centre of The Oriental Insurance Co.Ltd., a premier Public Sector Insurance Company which has been established to impart training to its officers to promote professional and holistic human resource development inter alia through skills and knowledge up-gradation/ refurbishment of its personnel. The College is developed as a well contained, residential, facility.

**1.2** Sealed tenders with proper personal identification mark, in two parts (**Part-I Technical Bid - unpriced and Part-II Financial Bid - priced**) are invited from eligible Tenderers, by Chief Manager, OSTC, Faridabad on behalf of The Oriental Insurance Co.Ltd., for "**Providing full time Security Services at OSTC, Faridabad**" for a **period of three years** from the date of commencement of contract as per agreement.

**1.3** The duration of the contract for the first term is for a period of three years from the date of commencement of work after award of work. Initially the contract will be awarded for one year and the contractor will be paid the statutory amount, Cost of other amenities plus administrative/service charges as quoted by the Contractor in the Financial Bid. The Wages and other statutory amounts payable by contractor as per Financial bid to the security guards will be reimbursed to the contractor as amended by Central Govt./State Govt. from time to time. The percentage of administrative/service charges as quoted by the Contractor in the Financial Bid, will remain fixed during the first year of the contract. On Satisfactory completion of first year of the contract, the administrative/service charges shall be increased by **10% of the previous year percentage**, while renewing contract for the second and third year. For e.g. if the contractor quotes 10% service charges/administrative charges then for first year it will be 10%, 11% for second year and 12.1%. for the third year . **Service tax if applicable shall be extra and borne by OSTC. All statutory deductions such as TDS, surcharge, Education cess, Higher education cess etc. will be deducted from the monthly bill as applicable from time to time.** Here again in the event of the Contractor not fulfilling the conditions of such automatic extension, OSTC reserves its right to forfeit the **security deposit of Rs.60,000/- (Rupees Sixty thousand only)** placed with OSTC hereinafter mentioned. However, decision of the OSTC shall be final and binding on the contractor, in respect of such confiscation of the security of **Rs.60,000/-**.

Signature and Seal of Tenderer

## 2.0 Issue of Tender Document:

2.1 The tender document can be obtained from the office of the Manager, of Oriental Staff Training College, Sector-11, Mathura Road, Faridabad. by submitting a written request on the letter head against **cash/ submission of a non-refundable Demand Draft of Rs.500/- (Rs.Five Hundred only)** drawn on any Nationalised/Scheduled Bank in favour of **"The Oriental Insurance Company Limited A/c. Staff Training College, payable at Faridabad** only during **all working days (Monday to Friday) between 10.00 hours to 14.30 hours from 10.05.2012 to 31.05.2012.** In case, the tender document is downloaded from the website, the tender fee of Rs. 500/- should be paid through a separate demand draft drawn on a Nationalized /Scheduled bank favoring **"The Oriental Insurance Company Limited A/c. Staff Training College" payable at Faridabad** which should be invariably enclosed with the **Technical Bid (Part – I un-priced).** **The tenders for which Tender Fee is not paid shall be summarily rejected.**

## 3.0 Submission of Tender:

3.1 The tender (containing separate sealed envelopes for **Technical Bid Part –I un-priced & Financial Bid Part – II priced**) should be submitted in a **sealed third envelope** marked on top **"Tender for Providing Security Services at OSTC, Faridabad"** with the name, address and telephone number of the Tenderer at the bottom of the cover on the left. The complete sealed tender addressed to Chief manager, OSTC, Faridabad **should be dropped in the locked tender box available at the reception on ground floor at OSTC, Faridabad till 17.00 hrs up to 06.06.2012.** OSTC shall not be responsible if the Tenders are delivered elsewhere or are not delivered on time due to postal or any other delays.

3.2 OSTC may, at its discretion, extend the deadline for submission of Tenders in accordance with clause - 4.3 hereunder.

## 3.3 Precautions while filling the Tenders:

**The tenderer while filling the tenders should take care of the following:**

- a) Before tendering, the tenderer may visit the site where intended services are to be provided and satisfy himself /themselves as to the conditions prevalent at the site. No claim on this account shall be entertained by the OSTC under any circumstances subsequently.

Signature and Seal of Tenderer

**b) The Technical Bid (Part – I un-priced) envelope must have all the essential documents, failing which the tender will be deemed as non-responsive and disqualified for bidding process. The list of documents to be attached with Technical Bid is mentioned in Annexure-I- checklist for documents placed in the Technical Bid (Part-I)(un-priced) envelope. The details of documents to be attached are also given as under:**

**i (a) Demand draft for Earnest Money Deposit (EMD) of Rs.30,000.00 (Rs. Thirty Thousand only) drawn in the favour of “The Oriental Insurance Co. Ltd. A/c Staff Training College” payable at Faridabad, issued by any scheduled commercial bank.**

**(b) Demand Draft for Rs.500/- as cost of tender if downloaded from website drawn in the favour of “The Oriental Insurance Co. Ltd. A/c Staff Training College” payable at Faridabad, issued by any scheduled commercial bank.**

**ii) Self attested Copy of PAN Card issued by the Income Tax Department .**

**iii) Self attested Copy of Service Tax Registration certificate issued by Competent Authority(if applicable)**

**iv) Self Attested Copy of PF registration certificates issued by the concerned authority.**

**v) Self attested copy of ESI registration certificate issued by the concerned authority.**

**vi) The Contractor should have a minimum experience of 3 years i.e, 2008-09, 2009-10 and 2010-11 in providing security services to large Government Organization/ PSUs/ Banks/ Organization of Repute/Multinational Companies/ Big Industrial Houses (Attach Certificate from the Concerned Employers).**

**vii) Proof of turnover for the last three financial years (2008/09, 2009/10, 2010/11) duly certified by a Chartered Accountant (minimum average annual turnover should be Rs.7 lacs). (Attach certificate).**

**viii) The Agency should be registered as Firm with appropriate Authority or a Company registered under Companies Act (Attach Certificate).**

**ix) Compliance Report as per given draft at (Annexure II in the tender document).**

Signature and Seal of Tenderer



x) **Declaration in the form of a Affidavit on non-judicial stamp paper of requisite value duly notarized, with regard to prosecution /blacklisting of Bidder as per (Annexure VI in the Tender document).**

xi) **Tendering Agency's profile as per (Annexure III in the Tender Document).**

xii) **Participation of near relatives of employees in the Tender/Execution of work as per Annexure IV.**

**3.3(c) Financial Bid envelope (Part – II priced) should be sealed with wax/tape and consist of only the Financial Bid Part-II (Priced)Tender document showing the rates/net amount chargeable by the contractor for the tender for Security.**

**3.3(d)**The amount per month and percentage of Service / Administrative charges should be quoted both in words and figures in the financial bid format. **This net amount chargeable per month, quoted by the contractor will include his Service charges /administrative charges besides wages not less than as prescribed under Minimum Wages Act 1948 (Act XI OF 1948),Employers' contribution toward PF under EPF Act 1952, Employers' contribution toward ESI Scheme under ESI Act 1948,Payment of Bonus, under Payment of Bonus Act, 1965 and Rules, 1956 payment of compensation for overtime /weekly off/National holiday/any other holiday, as applicable and as amended from time to time and or any other rule framed there under from time to time by the Central Govt. or State Govt. and or any other Authority constituted by or under any law, for the category of persons deployed by the contractor. Service tax if applicable shall be extra and borne by OSTC All statutory deductions such as TDS, surcharge, Education cess, Higher education cess will be deducted as applicable from time to time.**

**3.3(e)** Tenderer signing the tender should clearly specify whether he is signing as sole proprietor, partner, under power of attorney or as Director/ Manager/ Secretary etc., as the case may be. **Copies of the document authorizing the signatory to sign the tender on behalf of tenderer should be attached with the tender.**

**3.3(f)** All **overwritings/corrections** should be duly signed by the Tenderer.

**3.3(g) One bid per bidder** – Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners is a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

**3.3(h) Canvassing** or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of Land. Such action will result in the rejection of bid, in addition to other punitive measures.

**3.4 Late & delayed Tenders:**

Signature and Seal of Tenderer

a) Bids must be received in OSTC, Faridabad at the address specified above but not later than the date and time stipulated in the Notice Inviting Tender. The OSTC may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the OSTC and the Bidder will be the same. The information thereof will be available on the Company's website **and notice thereof will not be published in any newspaper. All Tenderers are, therefore, advised to visit the website regularly for updates.**

b) Any bid received by OSTC after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

#### **4.0 Amendment of Tender Document:**

4.1 At any time prior to the last date for submission of Tenders, OSTC may for any reason, whether at its own initiative or as a consequence of Pre-Bid conference in response to a clarification requested by a prospective Tenderer, modify the Tender documents by amendment.

4.2 The amendments shall be intimated in writing or by Post or by FAX or by e-mail to all prospective Tenderers on the address intimated at the time of purchase of Tender document from the office of Manager, OSTC, Faridabad and also uploaded on website of the Company or at the time of attending pre-bid conference and those amendments will be binding upon them. Hence all tenderes are, therefore advised to visit the company's website regularly for updates.

4.3 Chief Manager, OSTC may, at his discretion, extend the deadline for the submission of tenders suitably.

4.4 Chief Manager OSTC, before opening of financial bids, at its discretion may increase or decrease the scope of services required under the tender. In such a case OSTC shall seek fresh financial bids keeping in view the changed scope of services required.

**5.0 Opening of Tenders: The Technical Bids (Part – I unpriced)** shall be opened on 07.06.2012 at 11.30 A.M. in the office of company's Manager, Oriental Staff Training College, Faridabad in the presence of Tenderers or their authorized representative(s) who wish to be present. **The Financial Bids (Part – II priced)** of only those Tenderers, whose technical bid is found responsive will be opened at a later date and time to be informed by the OSTC by uploading on our website. The tender opening committee (TOC) of OSTC shall open the properly sealed tenders only. **Unsealed or improperly sealed tenders shall be rejected. Conditional bids will also be summarily rejected.**

**All the Financial Bids (Part – II Priced)** of Tenderers whose **Technical Bids (Part – I unpriced)** have been opened, will be sealed in one envelope acknowledged by Tender Opening Committee and will be kept in the custody of **Chief Manager, OSTC** till the date of opening of the same.

## **6.0 Earnest Money Deposit:**

**6.1** Each tender must be accompanied with an **Earnest Money (EMD)** in the form of a demand draft for **Rs. 30,000 (Rupees Thirty thousand only)** drawn on any scheduled commercial Bank, in favour of **The Oriental Insurance Company Ltd., A/c. Staff Training College payable at Faridabad only**. No other form will be accepted for submission of EMD. The said demand draft of the earnest money must be attached with the **Technical Bid (Part-I unpriced)**. **At the back of the demand draft, the name of the Tenderer should be clearly written with the caption "Providing Security Services at OSTC, Faridabad"**. Tenders submitted without E.M.D. shall not be evaluated or considered.

## **6.2 The earnest money will be forfeited:**

**6.2.1** If the Tenderer withdraws his Tender during the period of Tender validity.

**6.2.2** If in the case of the successful Tenderer, the Tenderer fails to:

(a) Comply with all the terms and conditions of the agreement.

(b) Comply with the rules and regulations set forth by Govt. such as PF, ESI etc.

**6.3** Return/refund of EMD to the unsuccessful/non-responsive Tenderer(s) will be made normally within 30 days after the successful award of work. No interest shall be payable on it under any circumstances.

## **7.0 Declaration and Details by tenderer:**

**7.1** A declaration for acceptance of all the terms and conditions of the contract must be submitted by the Tenderer as per the **Annexure – "II".(Compliance Report)**

**7.2.** Tenderer should also submit the agency profile and details as in the **Annexure – "III"**.

## **8.0 Validity and Evaluation:**

**8.1.** The Tenders shall be valid for a period of at least four months from the date of opening of the tender.

**8.2.** Incomplete, conditional tenders and fax/e-mail/telegraphic tenders are liable to be rejected.

**8.3.** Tenders are not transferable under any circumstances.

Signature and Seal of Tenderer

**8.4** The bidders whose technical bids have been found apparently responsive as per documents and information furnished viz. a viz. criteria laid down in the Tender Document will be short listed.

In order to satisfy itself about the nature and quality of services rendered by the tender, OSTC may depute its Officer(s) or authorized representative to visit the institute/establishments mentioned by the bidder. Besides, OSTC may also arrange for verification of various documents / testimonials submitted by bidder in support & compliance of technical criteria as laid down in the tender document. It will be mandatory for the bidder to extend full cooperation to OSTC so that necessary verification is completed without any delay. In case the bidder fails to cooperate or where after verification it is concluded that bidder does not meet with the criteria as laid down in the Tender Document, then his bid would be considered as non- responsive and their financial bids will not be processed further.

The Technical Bids of those bidders, where OSTC after its inspection / investigation / verification is satisfied with regard to compliance of technical criteria as laid down in the Tender Document, will be declared as found responsive .

**8.5** The Financial Bids ( Part-II-Priced) of only those tenderers whose Technical Bids (Part-I-Un priced) are found responsive by OSTC will be opened , further processed and evaluated.

**8.6.** The net amount chargeable per month and percentage of Service/Administrative charges should be quoted in figures as well as in words. In the event of any contradiction between the two, the net amount chargeable per month/ percentage of Service/Administrative charges quoted in words shall be considered for evaluation and same shall be binding upon the tenderer.

**8.7** OSTC will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per terms and conditions incorporated in the bidding document.

**8.8** OSTC will communicate the successful bidder by letter sent through **Courier/Registered Post/e-mail and by uploading on Company's website** that his bid has been accepted. This letter (hereafter and in the condition of contract **called the "Award Letter"**) shall prescribe the net amount per month/percentage of service/administrative charges, which OSTC will reimburse to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.

Signature and Seal of Tenderer

**8.9** Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of EMD.

**9.0 Acceptance of Tender:**

**9.1.** OSTC reserves the rights to accept, reject any or all Tenders without assigning any reasons thereof.

**9.2.** OSTC reserves the right to disqualify such Tenderers who have a record of not meeting the contractual obligations against earlier contracts entered into with OSTC, or with any central or state government agencies etc.

**10. Delays in Performance and liquidation of damages..**

**10.1** Start of services shall be made by the Contractor in accordance with the time schedule specified in the work order. Extension will not be given except in exceptional circumstances.

**10.2** In case the services are not started on the stipulated date as indicated in the work order, OSTC reserves the right to cancel the work order and / or recover liquidated damage charges to the extent of the charges incurred by OSTC in making alternative arrangements along with penalty of Rs.1000.00 per day for the delay period.

**10.3** The cancellation of the work order shall be at the risk and responsibility of the Contractor and OSTC reserves the right to award the work at the risk and cost of the defaulting Contractor.

**11.0 Security Amount:**

The successful Tenderer shall be required to deposit a sum of Rs.30,000/- (Rupees Thirty thousand only) as security amount by a Demand Draft drawn in the favour of **The Oriental Insurance Co.Ltd. A/c. Staff Training College, payable at Faridabad** within 15 days from the date of receipt of work award letter. The EMD of the successful tenderer will also be merged with the security amount. This total security amount of Rs.60,000/- (Rs.Sixty thousand only) will remain with OSTC throughout the period of contract.This security amount will be refunded to the contractor on completion/Termination/Cancellation of the Contract after deducting any dues payable to OSTC on whatsoever account subject to contractor submitting a **“No Dues” indemnity bond on non judicial stamp paper of requisite value duly notarized as per specimen enclosed in Annexure\_V\_**. The security amount will not bear any interest of whatsoever kind.

Signature and Seal of Tenderer

## **12.0 Signing of contract:**

The successful Tenderer shall present himself for signing the contract within two Weeks after receipt of Award Letter from OSTC. Commencement of Security services shall be made by the Contractor in accordance with the time schedule specified in the Work Order issued by OSTC.

## **13.Relationship with Employees:**

OSTC will debar parties from tendering having relatives working in **OSTC and/or The Oriental Insurance Company Limited** in any capacity. A non-relationship Certificate (**at Annexure – “IV”**) is required to be submitted.

## **14.Blacklisted/Prosecution of Bidders:**

OSTC will debar Individual/Firm/Organization including its Partners/Shareholders /Directors who have been blacklisted/prosecuted by any departments/statutory bodies in any State or by any Court of Law. A non blacklisting/prosecution declaration in the form of Affidavit as per **Annexure VI** is required to be submitted.

## **15.License to run Security Guard services under Contract Labour (Regulation and Abolition Act 1970)**

Immediately after the award of work to the Contractor, they will apply for obtaining a certificate/license from the office of **The Assistant Labour Commissioner (Central) Faridabad** to employ security guards at OSTC for providing Security services and submit the relevant certificate/Exemption certificate **within one month** from the date of award of the work. Extension of time period and waiver of this certificate, if required, will be at the sole discretion of OSTC depending upon the circumstances.

**16.** The Contractor will be required to comply with the provisions of all relevant Acts, Notifications, Rules, Regulations and Guidelines etc., issued/ notified by Central Government /Haryana Government/Municipal Corporation Faridabad or any other Statutory Authority/Body, in force as on date or enacted/notified/implemented by any concerned authority during the period of contract. In case due to any violation by contractor of any provision of any Act, Notification, Rule, Regulation and Guideline etc. , if any penalty / fine /challan is imposed/ filed against OSTC, then OSTC will recover all such money from the contractor including expenses / damages which OSTC deems fit. Besides. OSTC may also terminate the contract and forfeit the security deposit lying with OSTC.

Signature and Seal of Tenderer

**ANNEXURE- I****CHECK-LIST FOR DOCUMENTS PLACED IN TECHNICAL BID PART-I (UNPRICED) ENVELOPE. (See Condition No.3.3b of Section 2)****Please tick ( \ )**

<b>Sr. No.</b>	<b>Documents to be attached</b>	<b>Yes</b>	<b>No</b>
1.	a) Earnest Money Deposit (EMD) of Rs.30,000/-(Rs.Thirty thousand only) in the form of DD issued by any scheduled commercial bank in favour of <b>The Oriental Insurance Co.Ltd., A/c.Staff Training College payable at Faridabad</b>  b) Demand Draft for Rs.500/- issued by any scheduled commercial bank in favour of <b>The Oriental Insurance Co.Ltd. A/c. Staff Training College payable at Faridabad</b> if the tender is downloaded from Company's website.		
2.	Tenderer's self-attested copy of the PAN card issued by the Income Tax Department		
3.	Self attested copy of Service Tax Registration No. (if applicable)		
4.	Self attested copy of valid Employee Provident Fund Registration number.		
5.	Self attested copy of valid ESI Registration No		
6.	The Contractor should have a minimum experience of 3 years(2008-09,2009-10 and 2010-11) in providing security services to large Government Organization/ PSUs/ Banks/ Organization of Repute/Multinational Companies/ Big Industrial Houses (Attach Certificate from the Concerned Employers).		
7	The Average Turnover during 2008-09, 2009-10 & 2010-11 should be at least Rs.7 lakhs. (Attach Certificate from Chartered Accountant )		
8.	The Agency should be registered as Firm with appropriate Authority or a Company registered under Companies Act (Attach Certificate).		
9.	Compliance Report as per given draft at ( <b>Annexure-II</b> in the Tender Document).		
10.	Declaration in the form of affidavit on non judicial stamp paper of requisite value duly Notarized that individual /firm/organization including its Partners/ Share holders/Directors were never blacklisted/prosecuted by any department/statutory authority in India or by any Court. (as per <b>Annexure VI in the Tender Document</b> )		
11.	Tendering Agency's profile (as per <b>Annexure III in the Tender Document</b> )		
12.	Participation of near relative of employees in the tender /execution of work as per <b>Annexure IV</b>		

Signature and Seal of Tenderer

**ANNEXURE- II**

**COMPLIANCE REPORT**

To

The Chief Manager,  
Oriental Staff Training College,  
Sector-11, Mathura Road,  
Faridabad-121006.

Sub: Regarding tender for "Providing Security Services at OSTC, Faridabad.

Dear Sir,

I/We certify that I/We have read the terms and conditions of the tender. I/We undertake that it is my/our responsibility to ensure that being the employer in relation to persons engaged/deployed by me/us to provide the services/activities under this tender, to incur the cost of amenities to be provided to the Security Guards and to make the payment of monthly wages/salaries, which in any case shall not be less than the minimum wages as fixed or prescribed under the minimum wages, Act, 1948 alongwith all other statutory dues as Employees Provident Fund, Employees State Insurance, Employees deposit Link Insurance etc. to our employee. I/We undertake to observe the compliance of all the relevant labour laws as applicable viz. Payment of wages act, 1936, Minimum Wages Act, 1948 Contract Labour (Regulation and Abolition) Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, State/UT Contract Labour (R&A) Rules, 1974, EPF Act, 1952, ESI Act (1948) as applicable and as amended from time to time and or any other Rules framed thereunder from time to time by the Central or State Government and or any authority constituted by or under any law, for the category of persons deployed by me/us.

Certified that I/We have read over the tender document containing **Section-I** (Notice inviting Tender), **Section-2** (Instructions to tenderers), **Annexures I to VI**, **Section-3** (General terms and conditions), scope of service (**Annexure A**), Deployment of Security Guards (**Annexure B**), Proposed set of Uniforms for deployed staff (**Annexure C**), Service Charges (**Annexure D**), Payment Terms and Conditions (**Annexure E**) and Financial Bid and have understood the contents.

I/We undertake to abide the terms and conditions as laid down in the tender document and the Annexures as stated above in case the work order is allotted to me/us in near future.

Place: ..... Signature of Tenderer\_-----\_

Name of the Tenderer:-----

Date: ..... Address:-----

Signature and Seal of Tenderer



**ANNEXURE- III****TENDERING AGENCY'S PROFILE**

Affix duly Attested P.P.Size recent photograph of the authorized representative of the prospective bidder.

1.	Name, address of firm/Agency and Telephone numbers.	
2.	Registration No. of the Firm/Agency	
3.	Name, Designation, Address & Tel. No. of Authorized person of firm / Agency to deal with	
4.	Fax Number, E- Mail Mobile Number	
5.	Please specify as to whether tenderer is sole proprietor /Partnership firm / company or any other establishment.	
6.	Name, Address and Telephone No. of Heads/ partners etc. be specified	
7.	PAN No. of the Firm issued by Income Tax Dept.	
8.	Provident Fund Account No.	
9.	ESI Number	
10.	Details of Bid Security deposited: (a) Amount : (b) DD No. (c) Date of issue: (d) Name of issuing Bank:	
11.	Name of the person if any to whom Authorization / Power of Attorney granted.	
12.	Any other information	

**Signature of the Tenderer with Seal.**

Signature and Seal of Tenderer

**ANNEXURE- IV**

**Participation of near relatives of employees in the tender /  
execution of works.**

I / We / Our Organization, .....including our Partners/Share holders/Directors hereby certify that none of my/our relative (s) as mentioned in **Clause No. 13 of Instructions to Tenderers Section-II** of the tender document is/are employed in **Oriental Staff Training College/The Oriental Insurance Company Limited** as per details given in tender document. In case at any stage, if it is found that the information given by me/us is false/ incorrect, Oriental Staff Training College / The Oriental Insurance Company Limited shall have the absolute right to take any action as deemed fit without any prior intimation to me.

**Signature of the Tenderer with Seal.**

**Name of the Tenderer:**

**Designation:**

Signature and Seal of Tenderer

**ANNEXURE V**

**Please do not submit this Indemnity Bond now.**

**(To be submitted when the contract is cancelled/Terminated/ Completed for refund of Security amount)**

**DEED OF INDEMNITY EXECUTED IN FAVOUR OF THE ORIENTAL INSURANCE COMPANY LIMITED(On Non Judicial Stamp Paper of Rs.100/-duly notarized)**

This deed of indemnity executed on \_\_\_\_\_ at Faridabad by on behalf of (Name and address of the Security Service Provider) (herein referred to as the Service Provider) favoring Oriental Staff Training College

(herein referred to as the Principal) having their office at Bata Mor, Mathura Road, Sector-11,

Faridabad witness as follows:

- 1) The Service Provider had been working for the Principal, OSTC at Faridabad for Providing Security Services .
- 2) The Service Provider has made a security deposit of Rs \_\_\_\_\_ only) for Security Services as provided under item No.1 above.
- 3) The Contract for providing Security services on hire has been completed/ terminated by the Principal/ Cancelled by the Principal/ Service Provider w.e.f. \_\_\_\_\_.
- 4) The Service Provider has paid all dues of the security guards engaged in aforesaid Security services and has also paid all the bills of the materials purchased for the purpose of the above mentioned Security service under item No.1.
- 5) The Service Provider having satisfied the Principal that there are no outstanding dues of any sort and also that he has not caused any damage to the property of the Principal and on the request of the Service Provider the Principal has agreed to refund the aforesaid security deposit of Rs. \_\_\_\_\_
- 6) Now in the above premises and in consideration thereof Service Provider agrees and undertakes as follows:

Signature and Seal of Tenderer

A) In the event of any dues to the security guards found to be still unpaid or any amount found outstanding to the supplier of goods and articles purchased for the purpose of aforesaid Security Services as provided under item No.1 or in the event of any damage, breakage or any other injury to the property of the Principal caused by the service provider or his security guards, the contractor shall, on being required by the Principal, pay and make good all those dues or damages forthwith.

B) In the event of delay of failure to pay or make good any amount in the above connection which the Principal has to pay or make good any such bills or incur any expenses or defend any proceedings with regard to the above Service Provider (Name of the Service Provider) hereby undertakes to indemnify the Principal against all claims, demands, expense, losses, proceedings and all liabilities of whatsoever nature,

In witness whereof the Service Provider has signed his deed of indemnity at the place and date above mentioned in presence of following witness:

Witness:

1. Signature:

Name :

Address :

Signature of the Service Provider with Stamp of Firm

(Indemnifier)

2. Signature:

Name :

Address :

**ANNEXURE –VI**

**(AFFIDAVIT ON STAMP PAPER OF REQUISITE VALUE, REGARDING NON  
BLACKLISTING/PROSECUTION)  
(To be notarized)**

Date:\_\_\_\_\_

I hereby depose that neither me nor our Organization  
M/s\_\_\_\_\_Including our Partners/Shareholders/Directors  
were ever blacklisted/prosecuted by any departments/statutory body(ies) in any State or by any  
Courts of Law.

Witness:

**Deponent**

**Verification:**

Verified at \_\_\_\_\_ on \_\_\_\_\_ and the contents mentioned/stated above in this  
affidavit is true to the best of knowledge based on firm records and no material is hidden there  
from.

**Deponent**

Signature and Seal of Tenderer

## **General Terms and Conditions of Contract**

### **1. THE SERVICES**

**1.1** The Contractor shall provide **services** more particularly defined in **Annexure A** hereof [**the “Scope of Service”**] to OSTC under this Agreement in the manner and on the terms and conditions contained herein.

**1.2** The Contractor shall comply with the instructions provided by OSTC from time to time relating to the performances of the services, duties and obligations under this agreement. The services rendered by Contractor shall be subject to regular review by OSTC and its decision as to the quality thereof shall be final and absolute.

**1.3** The Contractor and all persons engaged by Contractor shall abide by the applicable OSTC rules, guidelines, policies and procedures at all times during the performance of the services and the regulations issued by the various Government Authorities under whose jurisdiction this agreement will fall, from time to time.

### **2. THE SERVICE CHARGES**

In consideration of the services to be provided by Contractor and performance of the terms and conditions contained in this agreement, OSTC shall pay to Contractor such cost and charges as described in **Annexure D** hereof [**the “Service Charges”**].

**2.1** The net amount chargeable per month quoted by the Contractor include minimum wages, cost of Statutory benefits and other amenities besides his Service Charges/administrative charges as per Financial Bid. The duration of the contract for the first term is for a period of three years from the date of commencement of work after award of work. Initially the contract will be awarded for one year and the contractor will be paid the statutory amount, cost of other amenities plus administrative/service charges as indicated in the Financial Bid. The Wages, other statutory amounts payable by contractor as per Financial bid to the security guards will be reimbursed to the contractor as amended by Central Govt./State Govt. from time to time. The percentage of administrative/service charges will remain fixed during the first year of the contract. On Satisfactory completion of first year of the contract, the administrative/service charges shall be increased by **10% of the previous year percentage**, while renewing contract for the second and third year. For e.g. if the contractor quotes 10% service charges/administrative charges then for first year it will be 10%, 11% for second year and 12.1%. for the third year . **Service tax if applicable shall be extra and borne by OSTC All statutory deductions such as TDS, surcharge, Education cess, Higher education cess will be deducted as applicable from time to time**

**2.2** The Contractor shall raise the invoice/bill and OSTC agrees to pay such invoices/bills within 15 working days of receipt and acceptance of the invoice/bill.

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**2.3** All payments to the Contractor under this agreement shall be made subject to deductions, withholding of all applicable, taxes and charges from time to time in force

### **3. REPRESENTATIONS AND WARRANTIES OF**

3.1 The Contractor represents and undertakes that:

- a) It has full power and authority to enter into this agreement and perform the services and it has the necessary expertise and equipment to duly perform the services under this agreement.
- b) It shall render the services and perform its obligations and duties under this agreement accurately and efficiently and in accordance with the instructions, specifications, procedures, standard, guidelines, time frame, if any as mentioned in this agreement, or as are issued from time to time by OSTC for the performance of the services to the satisfaction of OSTC.
- c) It shall be responsible for its corporate and personal taxes if any, and shall indemnify and hold harmless OSTC for any liability in this connection.
- d) It shall be responsible for ensuring that all persons engaged by the Contractor to provide services to OSTC shall hold at all times the necessary expertise and qualifications and shall abide by OSTC's instructions, specifications, procedures, standard, guidelines, and time frames at all times during the performance of the services.

#### **3.2) Labour Regulations and payment of wages:**

a)The Contractor shall obtain a valid labour license under the Contract Labour (R&A) Act 1970 and the Contract Labour (R&A) Central Rules, 1971 and submit a copy to OSTC as per **Condition No. 15** under **Instructions to Tenderers, Section-2 of Technical Tender**. He shall continue to have a valid license until the completion of work. The Contractor shall also comply with the provisions of the **Child Labour (Prohibition and Regulation) Act 1986, Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, (Employees Compensation Act, 1923 and as amended by Act No.45 of 2009 (w.e.f. 18.01.2010) Industrial Dispute Act 1947, Maternity Benefits Act 1961, Payment of Bonus Act, 1965 with Rules 1956, Employees State Insurance Act, 1948, Provident Fund and Miscellaneous Provision Act, 1952 and Apprentices Act, 1961 or the modifications thereof or any other laws relating there to and the rules made there under from time to time**. The Contractor is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits / risks in relation to employees to be engaged by him. The Contractor shall maintain all the statutory registers required under labour laws. The Contractor shall also produce these records on demand by OSTC authorities. If he fails to do so, his failure will be a breach of the contract and OSTC may at its discretion cancel the contract without prejudice to any other action under the law and contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of

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the Acts.

b)The regulation aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract.

c)OSTC shall have the right to deduct from the money due to the Contractor, any sum required or estimated to be required, for making good the loss suffered by a security guard or security guards, by reason of non- fulfillment of the conditions of the contract of the benefit of the security guards, non-payment of wages or of deduction made from their wages which are not justified by their terms of the contract or non-observance of the Regulations.

d) If in the course of execution of contract by the contractor, any minor or major damage is caused by contractor or his Security Guard to the persons or property of the OSTC, after joint investigation by the OSTC and contractor, any claims arising there-from shall be recovered, settled and dealt with directly by contractor, who shall render all assistance and co-operation to the OSTC, if any inquiry is held thereon.

#### **4. INDEPENDENT CONTRACTOR AND EMPLOYEES OF CONTRACTOR**

**4.1** Nothing herein shall be deemed to create any partnership, joint venture, agency between OSTC and Contractor or their representatives and employees and nothing herein shall deem to confer on any party, any authority to incur any obligation or any liability on behalf of the other party. The Contractor is an independent contractor and not an employee, agent, associate or authorized representative of OSTC and the Contractor undertakes that it shall not undertake any obligation or liability in the name of or on behalf of OSTC whatsoever.

**4.2** Nothing in this agreement shall by implication or expression be taken to mean or imply that any of the persons deployed, engaged as per **Annexure 'B'(Deployment of Security Guards)** by the Contractor for rendering the services, are employees of OSTC or engaged by OSTC. Contractor to render the services to OSTC by deploying Security Guards, shall be in sole employment of Contractor and Contractor shall be solely and fully responsible for their acts, salaries, wages, remunerations and, or, any other statutory or other payments and the like. Under no circumstances shall OSTC be liable for any payment or claim or compensation [including but not limited to compensation on account of injury, death, termination] and in case any liability falls on OSTC for any reason, the Contractor shall keep OSTC indemnified against the same. In order to give effect to this, **the Contractor shall incorporate suitable clause in the appointment letters to be issued to its employees that they are employees of contractor, a copy of which should be given to OSTC for perusal and record.**

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**4.3** The Contractor will arrange Workmen's Compensation Insurance Policy for his Security guards in the joint name of The Oriental Insurance Co.Ltd., and the Contractor from any nationalized Insurance Company other than Oriental Insurance Co.Ltd., The cost will be borne by OSTC on actual premium paid.

**4.4** In the event OSTC notifies that it is not satisfied with any of Security guards engaged by Contractor to render the services to OSTC, or if OSTC has reason/s to believe that a person/s engaged by Contractor to provide services to OSTC is/are not abiding by OSTC's rules, guidelines, policies and procedures, then Contractor shall, within 7 days, replace such person/s to the satisfaction of OSTC.

**4.5** Contractor undertakes to keep and hold OSTC harmless and indemnified in this regard.

## **5. CONFIDENTIALITY**

All commercial and other information, data and documents, whether written, oral or in any other form, furnished to Contractor by OSTC or its employees, representatives or agents, shall be considered confidential by the Contractor and Contractor shall take all the necessary precautions, acceptable to OSTC, to keep the confidential information secret and confidential.

## **6. INSPECTION AND RIGHT TO AUDIT**

**6.1** The Contractor shall upon receipt of a 2 days notice, allow OSTC, its management, auditors, regulators and/or agents, the opportunity of inspecting, examining, auditing and /or taking copies of the OSTC records with Contractor.

**6.2** The Contractor will co-operate with the OSTC's internal or external auditors to assure a prompt and accurate audit of OSTC's record and data with Contractor and Contractor shall also co-operate in good faith and in the best of efforts basis with OSTC to correct any practices, which are found to be deficient as a result of any such audit within a reasonable time after the receipt of the OSTC's audit reports. Such audit/audit reports will be at the expense of OSTC.

**6.3** The contractor shall see that employees under them follow the instructions/directions given by the competent authority and shall be complied with immediately by the staff of the contractor.

## **7. INDEMNIFICATION & PENALTY**

**7.1** The Contractor hereby undertakes to keep and hold OSTC indemnified and harmless against all costs, expenses, claims, liabilities and proceedings, which may be caused to or suffered by

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OSTC or made or taken against OSTC, which are directly or indirectly arising out of breach of this agreement by Contractor or by any act or omission of the persons engaged by Contractor for performing the services or otherwise employed or engaged by Contractor.

**7.2** The Contractor hereby undertakes to indemnify OSTC in respect of all claims, damages, costs and expenses suffered or incurred by OSTC on account of any claims of the nature described in **Condition 4** above asserted against OSTC by any member of Contractor or engaged by Contractor to provide services under this agreement.

**7.3** That Contractor shall wholly and solely be liable for all disputes and liabilities arising out of/while providing the services under this contract for any purchases, any sample taken by Govt. Authorities or otherwise for any dispute under the Laws of the land, in any court of law.

**7.4** That Contractor shall keep a security deposit of Rs.60,000/- (Rupees Sixty thousand only) with the OSTC for the due performance and observance of the terms and conditions of the Contract. That the amount of security of Rs.60,000/- shall be refunded without any interest thereof to the contractor after the termination/completion/cancellation of the said contract. However, OSTC reserves the right to deduct any amount in case the Contractor or their employees, servants, agents, etc. cause any damage to the articles supplied or property or deterioration detected at any time during the contract period and the same shall be recovered out of the security deposit amount of Rs.60,000/-, For refund of security amount the contractor will submit an indemnity bond on Non Judicial stamp paper of requisite amount duly notarized regarding "No Dues" confirmation. **The specimen of the Indemnity bond is enclosed as per Annexure V (Also refer clause No.11.0 of Section-II).**

## **8. SUB CONTRACTING**

**8.1** The Contractor shall itself perform the services and all obligations and duties under this agreement. Except with the prior written consent of the other party, neither the benefit nor the burden of this agreement shall be assignable by either of the parties except that OSTC may assign or transfer its rights and obligations under this agreement to any entity which acquires all or substantially all of the OSTC's operating assets or into which OSTC merged or reorganized pursuant to any merger or reorganization.

**8.2** The Contractor shall itself perform its services, obligations and duties under this agreement, provided that in case Contractor requires the assistance of some other specialized agency or to engage some other agency in the discharge of its obligations under the contract, such agency may be engaged only with the prior written approval of OSTC and in any event such agency shall be absolutely accountable only to Contractor and the Contractor shall be

absolutely responsible and accountable to OSTC and liable for such agency's acts and omissions.

**8.3** OSTC's approval to such sub contract shall not create any relationship between OSTC and the subcontractor nor shall it discharge Contractor from its responsibilities for performance of the services in its entirety Contractor shall be absolutely responsible and liable for all acts and omissions of such sub-contractor and shall always keep and hold OSTC harmless and indemnified in respect of any damages, costs or expenses incurred or suffered by OSTC, which arises from any act or omission of sub contractor.

## **9. TERM AND TERMINATION**

**9.1(a)** In the event of the Contractor not fulfilling the conditions of automatic extension the OSTC reserves its right to forfeit the **security deposit of Rs.60,000/- (Rupees Sixty thousand only)** placed with OSTC hereinafter mentioned. However, decision of the OSTC shall be final and binding on the contractor, in respect of such confiscation of the security of **Rs.60,000/-**.

**9.1(b).** The contract can be renewed for a second term of 3 years at the discretion of OSTC on the terms, conditions, on mutual negotiation and consent.

**9.2.** That OSTC reserves the right to cancel or terminate this agreement by giving thirty days notice in writing without giving or assigning any reason(s) for doing so, and **in the event of the Contractor wishing to terminate this agreement, the Contractor shall have to give at least six months notice to OSTC in writing** and in either event, the Contractor shall hand over the peaceful and vacant possession of the space (accommodation) provided by virtue of the Agreement. The Contractor shall also hand over forthwith all the articles provided to them. However, no broken item(s)/articles(s) shall be taken back which must be replaced by the Contractor or shall pay the cost thereof.

**9.3** The Contractor further agrees, that in the event of the earlier termination by either parties to the contract or expiry of the agreement, contractor shall be obliged to continue providing the services on the same terms and conditions as provided in this agreement, till such time as OSTC is able to procure an alternative arrangement or provider for providing the services at the premises of OSTC or has agreed in writing to allow the contractor to discontinue earlier. OSTC to ensure that all payments due for services rendered by Contractor till the expiry or the earlier termination of the agreement shall be paid to Contractor within 30 days thereof after the submission of indemnity bond regarding "No Dues" on non- judicial stamp paper of requisite value duly notarized.

**9.4** Notwithstanding anything stated elsewhere in this agreement; if either party commits breach of any of the terms and conditions of this agreement, a written notice may be served upon

the party committing such a breach by the other party and in case the breach is not rectified within a period of fifteen days from the date of receipt of the notice by the party committing the breach, then the party giving such notice shall be entitled to terminate this agreement forthwith without prejudice to its other rights. This termination will be as per **condition No.9.3** mentioned before.

## **10. ARBITRATION**

In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration by OSTC or an Arbitrator appointed by them specifically for resolution of dispute/difference under this contract. The arbitration shall be conducted under the Indian Arbitration and Conciliation Act 1996 and any amendments thereof. The venue of the arbitration proceedings shall be OSTC Faridabad or any such other place as the arbitrator may decide.

## **11. FAKE DOCUMENTS;**

If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Security Deposit issued to OSTC shall be forfeited without any claim whatsoever on OSTC and the contractor is liable for action as appropriate under the extant laws.

## **12.0 In case of Death of the Contractor:**

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, OSTC shall have the option of terminating the contract without compensation to the legal or other heirs of the Contractor.

## **13. MISCELLANEOUS**

**13.1** Neither party shall be liable by any reason of failure or delay in the performance of its obligations under this agreement if such failure or delay is caused by acts of God, War or any other cause beyond its control and without its fault or negligence.

**13.2** Nothing in this agreement confers any right upon Contractor to use OSTC's trademarks, trade names, service marks or brand names or other intellectual property rights.

**13.3** This agreement supersedes all prior understandings, if any, between the parties concerning the subject thereof.

**13.4** If any of the provisions of this agreement are rendered invalid or legally unenforceable, then the remaining provisions of the agreement shall be held valid and binding on the parties.

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**13.5** No amendments to the agreement shall be valid unless executed in writing and signed by both the parties.

**13.6** The Contractor shall not without the prior written consent of OSTC assign this agreement.

**14.(a)** OSTC shall accept no liability explicit or implicit for, nor any financial or other consequences arising from, sickness, injury, damages or death of the personnel of the Contractor, of the staff members or of any sub-Contractor or agent or of any person performing on their behalf any work under the present contract, including the time spent in travel, nor for any damages which may arise by reason of the neglect or default of any of them.

**b)** For the purposes of this contract, the term third party shall be "inter-alia" officials of OSTC and its agents and officials, as well as any person or entity employed by the Contractor or engaged for the Contractor, in order to perform services for, or supplying goods to the Contractor in connection with the implementation of the present contract.

**15. INSURANCE:**

The contractor will take Workmen Compensation Insurance Policy for his security guards. The policy is to be taken in the joint name of The Oriental Insurance Co. Ltd., and the Contractor from any nationalized Insurance Company except The Oriental Insurance Co.ltd., The Contractor will also take Mediclaim insurance for Rs.1,00,000/- for each security guard from any nationalized Insurance Company. The cost of Workmen Compensation Insurance Policy will be reimbursed by OSTC to the contractor on production of premium paid receipt. The cost for mediclaim policy will be borne by the Contractor.

**16.** That the Contractor shall maintain proper records about the attendance of their staff in the prescribed format as given in the Contract Labour (Regulation and Abolition) Act, 1970 along with contract labour (Regulation and Abolition Rules, 1971. relevant Act and would ensure that full staff strength is maintained. If due to any exigency if any security guard is absent the Contractor should take immediate steps to provide its substitute. He should not depute the existing security guard to continue the duty except in rare instances. If he does so then the Contractor will be solely responsible for the penalty/action, if any as per labour laws prevailing. Further OSTC will not pay any extra amount for any overtime or similar exigencies under any case in addition to the amount per month quoted in the Financial Bid. It will be the sole responsibility of the Contractor to deal with such exigencies.

The contractor has to ensure that he gives weekly off to Security guards as per the relevant statute. If the contractor calls the Security guard for work on weekly off day then the contractor will be solely responsible for the penalty/action if any as per labour laws prevailing. Further OSTC will not pay any extra amount for work on weekly off in addition to total amount per month quoted by the contractor in the Financial Bid .

**17.** Payment of bills for Security services will be made on monthly basis provided that the Security Services provided were/are satisfactory during the month and subject to deduction as per **Penalty Clause (Clause No.24)** mentioned herein after. The monthly bill payment will be made provided the Contractor submits the attested photocopies of the following documents( Also refer **Annexure-E-Payment terms and conditions.**)

- a).Attendance sheet of the employees of the month on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) Act No.37 of 1970 along with Contract Labour (Regulation and Abolition)Rules,1971.
- b).Salary sheet of the month showing receipt of the wages on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) Act No.37 of 1970 alongwith Contract Labour (Regulation and Abolition)Rules,1971.
- c)..Deposit Challan of previous month showing the individual figure of deposit of contribution of provident fund of employees and employer, with the appropriate authority.
- d).Deposit Challan of previous month showing the individual figure of deposit of contribution of ESI of employees and employer, with the appropriate authority.
- e).Bonus paid to the employees at the end of the year( Receipts of Bonus paid to individual employee in the presence of OSTC Officials.)
- f) Deposit of contribution of provident fund and contribution of ESI of employees and employer should be with a challan separately for OSTC. It should not contain the contribution of PF and ESI of employees of other organizations being serviced by the Contractor.
- g) If payment made by cheque, then a copy of Bank account statement of previous month showing credit of wages/benefits in favour of Security Guards should be submitted every month with the bill .

**18.**The Contractor will deduct ESI contribution and Provident fund contribution of the employees from the minimum wages of the Security Guards at the rate as applicable from time to time and deposit the same with the appropriate authorities alongwith Employer's contribution of ESI and PF as per the rate applicable from time to time.

**19.**The Contractor will obtain the PF No. and ESI No, for all of his security guards from the appropriate authority and submit the copy of the same to OSTC. The contractor has also to obtain smart card of ESI for their security guards from the concerned statutory authority and hand over the same to the security guards with photocopy to OSTC.

**20.**At the end of each financial year the contractor at his own cost will obtain a statement from the Provident fund Commissioner showing the details of PF (Employees and Employers contribution) deposited with the Provident Fund Commissioner of each security guards and hand over the same to the security guards with a Photostat copy to OSTC.

- 21..That the Contractor will be liable to get the Provident fund refunded from the Provident Fund Commissioner of the Security Guard, if terminated, dies or leaves the job.
22. That the contractor himself shall visit the premises at least once a week and whenever needed and contact the person authorized by the OSTC to look into Security matters. Any deficiencies in the services should be rectified immediately when pointed out by such authorized person.
23. The contractor has to ensure that the wages to the security guards are paid within the stipulated time period as provided under relevant statute in force within State of Haryana. Contractor will not link the payment of wages to the security guards with settlement of his bills by the OSTC. The Contractor has to first pay the wages to the security guards and then put up his bill for reimbursement.

## **24. PENALTY CLAUSE**

**OSTC will deduct from the monthly bill and or from Security deposit , if any penalty is imposed due to breach of any provision as mentioned under Para 16 of Section-2, or due to any of the following reasons:**

- 24.1 If the Security Guard is not found in proper uniform and not displaying photo identity card, a penalty of Rs 500/- per instance per person shall be deducted from the contractor's bill.
- 24.2 If the Security Guard is found indulging smoking or under influence of alcohol or narcotics drugs on duty hours, a penalty of Rs. 500/- per instance per person shall be deducted from the Contractor's bill and such staff shall not be allowed to enter the OSTC complex in future.
- 24.3 If the Security Guard is found sleeping during duty hours, a penalty of Rs. 500/- per instance per person shall be deducted from the bill of the Contractor.
- 24.4 If a Security Guard is missing from his/her place of duty except for any valid reason, a penalty of Rs. 500/- per instance per person shall be deducted from the contractor's bill.
- 24.5 If the behavior of the Security Guard is found harsh/rude and non-cooperative towards Officers/employees of OSTC & other Visitors, a penalty of Rs. 500/- per instance shall be deducted from the contractor's bill.
- 24.6 If any Security Guard is found performing the duty by submitting fake name and address or found impersonating, a penalty of Rs. 500/- per instance per person shall be deducted from the contractor's bill and such staff shall not be allowed to enter the OSTC complex in future.

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24.7 If the contractor is unable to provide the desired number of Security Guards without any valid and convincing ground then besides deduction of wages suitable penalty may be imposed and amount will be recovered from his monthly bill.

24.8 In case of complaint about Security services, its immediate remedial measures as per satisfaction of OSTC are not taken by the contractor, an amount equal to Rs. 500/- or 5% of the bill amount for that day, whichever is more, per day will be deducted as penalty for the number of days of the complaints, from the bill payable to the contractor.

The decision of the Chief Manager in this regard shall be final.

**25. NOTICE**

Any notice or notification in connection with this agreement shall be in writing, delivered either personally, register post acknowledgement due, speed post or courier and any notice or other written communication pursuant hereto shall be addressed to OSTC or the Contractor at their respective addresses mentioned in the contract (Agreement).



**ANNEXURE –A**  
**“SCOPE OF SERVICE”**

The Security Guard must have enough experience of safe guarding the premises as per Duties and Responsibilities shown below:

1. The place of duty shall include the Oriental Staff Training College and the servant's quarter situated at a distance of less than half a kilometer, a part of the OSTC complex.
2. Security Personnel must be in proper, neat and tidy uniform and should carry a whistle, torch and a lathi and the movement of the security guards must be arranged in such a way that no part of the building remain unnoticed/unattended. They should be polite but firm, disciplined, physically fit and alert all the time while on duty.
3. To attend to the Senior Executives and officers with compliments.
4. To provide security to the persons visiting O.S.T.C complex and their property.
5. To assist in evacuation of inmates/visitors in case of fire or other natural calamities and to assist the relief operations. They are expected to handle Fire extinguishing appliances during emergency.
6. To ensure protection of equipments, fixtures, plants, greenery and other moveable/immoveable property of O.S.T.C Complex.
7. To keep a check on all incoming and outgoing property/goods to ensure that the same are carried by authorized person(s) for bona-fide purpose with proper gate pass. For this security guard would be required to maintain details in the register with the signature of person taking out the property/goods or bringing in any property/goods.
8. To prevent unauthorized entry to the OSTC complex.
9. To collect intelligence about terrorists and other subversive elements/activities in the crowd/campus and promptly informing the concerned authorities.
10. To stand by the College Authorities during unlawful situations like Gherao, picketing, Dharna and Strike etc.

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11. To keep a record of movements of employees of other contractor, who have been permitted to stay in the college.
12. To keep a record of persons entering and leaving OSTC premises in a register and in case of any discrepancy, to bring it to the knowledge of OSTC management.
13. To maintain "Round the clock" security services and not to leave the place of duty under any circumstances until and unless properly relieved.
14. To record in a given Vehicle Register details like Regn. No. of the vehicle, time of Entry/Exit and the purpose of visit especially during off hours/days of the organization.
15. To keep strict vigil on suspicious looking persons/objects and take immediate action as deemed suitable.
16. To check/block the access to the premises of loitering/unlawful persons and vagabonds.
17. To maintain highest order of integrity, moral and social responsibility especially towards ladies and senior executives.
18. To act as a reliable informer to the College Authorities for safeguarding the organization interest.
19. There should be proper arrangement for keeping the keys of the rooms of the building. The security personnel shall also ensure that all the electrical equipments/instruments/lights and fans must be switched off at the time of closure of the office or part of the office.
20. To ensure that names of the Security Guards should always be displayed by them on their uniform for identification purpose.
21. To ensure that security guards must be rotated from their deployment at an interval of two months.
22. The contractor must submit a monthly report of compliance and happenings in that building to the head of the organization.

23. To manage the parking of vehicles in the space allotted within the College complex.
24. The Contractor must ensure that the Security guard deployed on duty does not leave the college campus after his duty is over unless and until the reliever reports at OSTC.
25. The above Scope of Services is illustrative and not exhaustive. The Contractor may be assigned any duty/function with regard to security and personnel visiting OSTC Complex.

**“DEPLOYMENT OF SECURITY GUARDS”**

**ANNEXURE-B**

The Contractor shall employ security guards for rendering satisfactory services on all days.

**QUALIFICATIONS/EXPERIENCE OF SECURITY PERSONNELS:**

1. (i) Minimum 8th pass.
- (ii) Preferably between 18 to 45 years old.
- (iii) Ability to read, write and speak Hindi with elementary knowledge of English.
- (iv) Have an experience of Security Guard for minimum Two years.
- (v) Willing to work in shift duties as mentioned here under:
- (vi) Nine Security Guards are required per day.

Security guard	Ist shift	2 <sup>nd</sup> Shift	3 <sup>rd</sup> Shift
Timings	00.00 Midnight to 8.00 A.M .	08.00 A.M to 04.00 P.M.	04.00 P. M. to 12.00 Midnight

(vii) Timings can be altered at the discretion of OSTC

(viii) The number of Security Guards can be increased/decreased at the discretion of OSTC and amount will be paid as per rates quoted in the Financial Bid.

(ix)The Contractor should furnish a schedule every week/fortnightly after consultation with OSTC regarding the shift duties of the various Security Guards employed.

**2).**The Security Guards engaged by the Contractor should observe the discipline and should ensure that the decency and decorum are maintained within the course of their employment.

**3)** The experience, qualification and age can be relaxed at the sole discretion of OSTC depending upon the merits of each case individually. The contractor at his own does not have any authority to relax the experience and qualification.

**4)** Contractor shall oversee all the affairs of Security at all times. This person should have full authority and resources for efficient running of Security service.

**5).**The Contractor shall ensure that the working hours of the Security Guards are so segregated so as to suit the timings for security and that it does not exceed the minimum number of hours as stipulated under the relevant statutory act.

6).Immediately on receipt of the work order, the Contractor will supply a list of names with the bio-data along with photo of all the persons to be deployed under this contract to OSTC with proper certification that they are satisfied with their bonafides and that their necessary verification has been done from the proper authorities. Thereafter all the Security Guards to be employed by the Contractor will first be screened / interviewed by OSTC and only on being found fit for the job by OSTC will be allowed to be deputed for the job by the Contractor and that the Contractor should facilitate the process of screening/interview. This process shall also be followed for any mid-term inclusion of the security guards due to additional need or termination or leaving. The format for the bio-data will be given by OSTC.

7).The services of the Security Guards once approved by OSTC will not be dispensed with or they will not be replaced by the Contractor without the approval and consent of OSTC in writing.

8. OSTC may, at its discretion and subject to availability of space allow a few Security Guards of the contractor to stay in the OSTC premises for early/late hour duties. Their presence, however, should not cause any nuisance to the normal functioning of the OSTC. They will not be permitted to bring their relative/friend/acquaintance for overnight stay in College premises.

9. OSTC reserves the right to expel any Security Guards of the Contractor who is found guilty of misconduct.

10.The contractor shall provide professionally trained/qualified and dedicated security staff. The said staff should be smart with sound health and good character, integrity, antecedents, conduct and should be fully conversant and qualified to provide quality work all days including off days and Holidays.

11.The clearance of the local police in respect of each Security Guards deployed will be obtained by the contractor and submitted to the OSTC authorities before deployment of the staff.

12.The list of personnel appointed by the contractor together with names/addresses of the employees including those as leave reserve shall be made available to the OSTC authorities with their bio data(along with valid proof of Ex-Servicemen i.e certificates etc.) for scrutiny and brief interview before they are engaged. No person shall be engaged directly by the contractor without the knowledge of OSTC.

13.The contractor agrees that the place and time of duty of the staff deployed can be changed by the OSTC or by any of OSTC official authorized to do so.

14.The contractor shall ensure that Security staff is available on duty at the work station during their duty hours. The contractor shall be responsible to provide Substitute/additional staff to take the place of any security staff who is not available for duty at the said premises. All the staff provided for duty at the said premises by the contractor shall have the proper identity cards and uniforms.

15.The responsibility for meeting all statutory requirements/Labour laws, as applicable, in respect of engaging the office staff security staff will be that of the contractor and the staff so provided will be on the pay-roll of the contractor and the OSTC will in no case be liable or required to make any payment whatsoever to any member of Security staff in any way direct or indirect. The contractor will be responsible for making payment or providing all the benefits to the staff as admissible under the relevant laws. But it is mandatory for the contractor to make payment to the personnel engaged at OSTC well within the time limit as stipulated as per Labour laws and in presence of an authorized officer of OSTC.

16.The Security staff will be alert in performance of their duties and if any member of the staff is not found suitable, or his/her performance does not commensurate with the need or upto the standard, such security staff shall be replaced by the contractor on the advice of the OSTC or any other officer authorized by OSTC within a period of one day. The contractor agrees that such security staff shall not again be deputed, without the consent of the OSTC or any other official deputed by OSTC for this purpose. The decision of the OSTC or any other officer authorized by OSTC shall be binding on the contractor.

17.The contractor agrees that OSTC will not in any way, be responsible for any injury/disability whether permanent or temporary caused due to the security staff during or an account of their discharge of duties as specified in this regard.

18.The security staff shall also perform such additional duties as specified by the OSTC.

19.For any loss occurring to OSTC, due to the negligence in the performance of duty by the security staff provided by the contractor, OSTC will be entitled to recover compensation to the extent of such loss. The decision of OSTC shall be final and binding on the contractor.

20.If any of the Security staff on duty is found under the influence of or under the effect of psychotropic drugs/liquor while on duty his/her services will be terminated immediately.

**ANNEXURE-C**

**Proposed set of Uniform and Accesories for deployed staff**  
**(To be arranged and provided by the Contractor)**

The Contractor will be required to provide following items to Security Guards at his cost, which will be reimbursed by OSTC as per Financial Bid:

- 1. Summer & Winter Uniform as approved by O.S.T.C.**
- 2. Torch, Lathi and a Whistle etc.**

The expected cost of these items shall be limited to Rs.3,000/- per person per year.

## **ANNEXURE-D**

“SERVICE CHARGES”

[COST OF SERVICES]

1. The contractor will be paid minimum wages, (Item 1 of the Financial Bid), cost of Statutory benefits and other amenities besides his Service Charges/administrative charges as per Financial Bid. Minimum wages per month( S.No.1) and other statutory payments as per S.No. 2(a) to 2(f) of the Financial Bid will be paid by the Contractor to security guards and reimbursed to Contractor as per Minimum Wages Act and other statutes in force and amended from time to time. Percentage of Service/Administrative charges quoted by the Contractor under S. No.4 of the Financial Bid will remain fixed during the first year of Contract. This administrative/service charges shall be increased by 10% of the previous year percentage while renewing contract for the second and third years. For e.g. if the contractor quotes 10% service charges/administrative charges then for the first year it will be 10%, 11% for the second year and 12.1%. for the third year but the net amount thereof will vary depending upon revision of minimum wages from time to time.

The Contractor will be required to take Mediclaim policies for his all security guards for a minimum Sum insured of Rs. One Lakh per Security Guard and per month outgo under Col.2(h ) of Financial Bid will remain fixed during the contracted period of three years . The Mediclaim Policy has to be taken from the beginning of the contract for the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> year for each Security Guard for Rs. One Lakh each.

The Contractor will be required to take W.C. Insurance in respect of his all security guards and cost thereof will be borne by OSTC.

Nature and design of Uniform will be decided by OSTC and per month outgo will as mentioned in Col.2(g) of Financial Bid will remain fixed during the contracted period of three years .

Initially the contract will be for one year from the date of the award of the work. On Satisfactory completion of first year of the contract, the administrative/service charges shall be increased by **10% of the previous year**, while renewing contract for the second and third year. For e.g. if the contractor quotes 10% service charges/administrative charges then for first year it will be 10%, second year 11% and third year 12.1%

2. The two policies (Mediclaim & W.C.) will be obtained by the contractor and it will be the duty of contractor to see that policies so obtained are renewed timely throughout the entire period of contract. If any damages occurs due to non renewal of policies by the contractor then the contractor will bear the cost.
3. It would be preferable if the Wages and benefits payable to Security Guards is arranged through the bank at Faridabad where OSTC has its account. If paid in cash then it is mandatory to be disbursed in the presence of designated OSTC officials. If payment made by cheque, then a copy of Bank account statement of previous month showing credit of wages/benefits in favour of security guards should be submitted every month with the bill .
4. If the Security Guard sustains any injury during duty hours, then all the expenses incurred on treatment are to be borne by the Contractor. Later on if these expenses are paid under Insurance taken by the Contractor for his Security Guard, the same will be payable to the Contractor/adjusted through the salary payable to Security Guard, if paid by the insurance company to Security Guard.

Signature and Seal of Tenderer



**ANNEXURE-E****"PAYMENT TERMS AND CONDITIONS"****BILLING PROCESS AND DOCUMENTS**

S.N.	REQUIREMENT	TIMELINE	INFORMATION REQUIRED	SUPPORT DOCUMENTS
1.	<p>Bill for the amount per month quoted and agreed by the contractor.</p> <p>(i) For the first year of contract as the amount quoted by the contractor in the Financial Bid</p> <p>(ii) For the second year of contract the amount per month arrived after increase of service charges/administrative charges by 10% on the first year percentage.</p> <p>(iii) For the third year of contract the amount per month arrived after increase of service charges/administrative charges by 10% on the second year percentage</p>	To be raised every month.	<p>Following information is required in the bill</p> <p>a) Bill No./date clearly written</p> <p>b)Service-tax registration number [no service tax will be payable incase the invoice does not carry the service tax number]</p> <p>c)PAN Number.</p>	<p>a. Photocopy of the attendance register of the month duly endorsed by the Contractor on the format as provided by the Haryana State The Contract Labour (Regulation &amp; Abolition) Act 1970(Act no. 37 of 1970) along with Contract Labour (Regulation &amp; Abolition) Rules ,1971</p> <p>b. Salary receipt sheet of that month on the format as provided by the Haryana State The Contract Labour (Regulation &amp; Abolition) Act 1970(Act no. 37 of 1970) along with Contract Labour (Regulation &amp; Abolition) Rules ,1971 bearing the signatures of OSTC officials in confirmation of disbursement of salary in their presence and duly endorsed by the Contractor.</p> <p>c. Photocopy of challan of previous month EPF and ESI duly</p>

Signature and Seal of Tenderer

SECURITY GUARD TENDER -May 2012

				<p>deposited with the appropriate authority (Employers and Employees contribution) alongwith list duly receipted by EPF and ESI department of the security guards bearing PF/ESI number, their individual amount of PF/ESI deposited (Employers and Employees). The challan should not include the PF/ESI deposit of the other firms of the contractor.</p> <p>d) If payment made by cheque, then a copy of Bank account statement of previous month showing credit of wages/benefits in favour of workmen should be submitted every month with the bill .</p> <p>e) Any other document as required by OSTC.</p>
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**PAYMENT CRITERIA**

S.N	PAYMENT MODE	PAYMENT AGAINST	TIMELINE	DEDUCTIONS
1.	<b>Payment will be made through ECS only (Electronic Payment)</b>	Bill raised for payment given as above.	Within 15 days From receipt of bill. <b>.(if delayed for whatsoever reason, no interest will be paid)</b>	Deductions, if any, will be made as per clause 24 of Section 3

Signature and Seal of Tenderer

Signature and Seal of Tenderer