

Yojana Bhawan, New Delhi
Dated the, February 18, 2009

TENDER NOTICE

**SUBJECT: TENDER FOR ANNUAL JOB CONTRACT FOR UNARMED GUARDS IN
PLANNING COMMISSION AT YOJANA BHAWAN, NEW DELHI.**

Planning Commission invites sealed quotations from eligible, experienced and interested firms for providing unarmed guards for deployment within the corridors of Yojana Bhawan premises through manpower agencies engaged in the deployment of security guards. Initially 10 guards and one Supervisor are required, the number of which may vary according to requirements. The Planning Commission reserves the right to ask the firm to provide manpower within Delhi region, wherever it may be required for temporary purposes. The contract period will be valid for a period of one year from the date of acceptance of offer for award of contract and submission of performance security, which may be extended subject to the terms and conditions given hereunder. The bidder/interested Firms should have experience as mentioned in the terms/conditions enclosed.

2. Interested bidders/tenderers should submit their sealed quotations, accompanied by an Earnest money Deposit (EMD) of Rs. 25,000/- (Rupees twenty-five thousand only) in the form of a crossed Demand Draft/Pay order from a commercial bank and drawn in favour of **Pay & Accounts Officer, Planning Commission, New Delhi.** The tender should reach, either by post to Under Secretary (G-I) in room no. 411 or should be dropped in the "Tender Box" placed at Reception, Yojana Bhawan latest by 3.00 p.m. on 2nd March, 2009. The EMD in the name of any officer other than PAO will not be acceptable and tender/bid will be rejected.

3. Complete Tender Document can also be downloaded from the website of Planning Commission (<http://planningcommission.gov.in>).

4. The tenders received without EMD and incomplete tenders in any form, without the relevant necessary documents or not agreeing to the terms & conditions shall be summarily rejected. Planning Commission will not accept any tender received after the closing of bids or due to postal delay.

5. The competent authority in Planning Commission reserves the right to accept or reject any/all tenders without any reason thereof.

(Mrs Pramila Mathur)
Section Officer (Genl.I)
Tel. 23096755

Director (C&I), with the request to upload the above mentioned Tender Notice on the Planning Commission's website.

No. D-31024/15/2008-Caretaker
Government of India
Planning Commission

TERMS AND CONDITIONS FOR GUARDS DEPLOYMENT IN YOJANA BHAVAN

Eligibility Criteria

1. Only registered, bonafide and reputed firms with adequate competency in providing fully trained guards need apply .
2. The firm should have at least **three years** experience in similar activities.
3. The guards to be deployed should have been verified with police.
4. The bidder should have a minimum of 100 employees under its roll.
5. The tenderer/bidders should sign and stamp each page of this TERMS AND CONDITIONS as an acceptance of the terms and conditions contained therein and submit the same along with their bid/tender.
6. The tenderer should fill up the information in the **Annexure I** enclosed at the end of this document in clear and legible terms. Wherever the prices are to be quoted it should be written in figures and words as well. Any over-writing/cutting in the quoted prices will not be accepted.
7. The firm should be registered with the appropriate registration authorities viz. ESI, EPF, Income Tax, Service Tax(proof to be enclosed);

General Conditions of the Contract

8. The EMD of the unsuccessful tenderer will be released after the finalization of the contract. The EMD of the firm, whose tender is accepted/approved, will be released only after the award of contract and submission of performance security by the firm.
9. The tenderer entrusted with the work shall have to carry out the contract at the rates approved by the Ministry, which shall be valid for the whole of the period of the contract and no upward revision will be allowed during the period of the contract under any circumstances.
10. The earnest money deposit shall stand forfeited if a successful bidder withdraws or amends the bid/tender, or impairs or derogates from the tender in any respect during the period of bid, or in case successful bidder fails to sign or accepts the contract within the stipulated date and time. No interest will be payable in this amount. The EMD shall also stand forfeited in the event of pre-mature withdrawal of the tenders by any of the tenderer(s).
11. The Government of India does not bind itself to accept the lowest or any other tender, and reserves the authority to reject any or all of the tenders. Tenders, in which any of the prescribed conditions are not fulfilled, shall be summarily rejected.
12. A tenderer shall be deemed to have full knowledge of the site whether it has been inspected or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
13. Canvassing whether directly or indirectly, in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
14. The contractor shall provide the requisite manpower required by this Commission. He shall ensure discipline amongst his staff and restrict unnecessary movement/assembly of their personnel in corridors etc. The Contractors shall ensure proper supervision of the duties of his staff through his own supervisor.

15. The contractor shall ensure clean uniform to all personnel, who shall wear the same while at work. No personnel, without uniform, would be allowed to work and the worker will be treated as absent from duty
16. The contractor shall be responsible for the conduct/integrity of his personnel and will also be responsible for any act of omission and commission on their part. He will vouch for their character and integrity.
17. The successful tenderer shall comply with EPF & ESIC Act, Payment of Minimum Wages Act with their latest amendments, by-laws applicable with regard to the performance of the work included herein or touching this Contracts, from time to time and take such necessary steps as may deemed necessary in this regard.
18. The contractor should submit proof of coverage under ESI and opening of EPF Account in respect of all the manpower deployed for Planning Commission, within two months of the award of the contract, failing which the contract will be terminated.
19. The successful tenderer will accept full and exclusive responsibility for Wages, PF, etc. and other obligation referred to under the law now and hereafter imposed by State Govt./Local Bodies for the person(s) deployed by him. The successful tenderer should accept full and exclusive responsibility of insurance of the persons deployed by him.
20. Planning Commission will have no liability whatsoever concerning the persons deployed by the tenderer for the purpose. The successful tenderer shall keep the Ministry indemnified against all losses or damage or liability arising out of or imposed in the course of employment of person(s) by him or for any violation of such Acts, law of Regulations etc. by him/her, her agent or his /her staff.
21. It will be responsibility of the successful tenderer to make regular and full payment of wages, salaries, PF and any other payments due to his employee (s) well in time and will be required to furnish necessary proof.
22. If applicable the successful tenderer shall obtain the necessary labour license form the licensing Authority under the Contract Labour (R&A) Act and contract Rules framed there under and produce the same to the authorized representative of Planning Commission, whenever asked to do so.
23. The successful tenderer shall solely be responsible for settling/resolving any dispute/claim of his /her personnel during the pendency of the Contract. No liability shall accrue to Planning Commission under any circumstances even after expiry of the contract.
24. The contract would continue for a period of one year. The period of the contract may either be extended beyond one year provided the requirement of the Commission for the manpower persists at that time or may be curtailed/terminated earlier owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency. The Commission, however, reserves the right to increase/decrease the requirement of workers and to terminate this initial contract at any time after giving one month's notice to the selected service providing Company/Firm/Agency.
25. Planning Commission reserves its right to get the contractual jobs done from any other party/ person or agency if the tenderer at any time fails to carry out the said jobs any day the cost and the expenses incurred for getting the job done on account of for such failure on the part of the tenderer would be deducted from the payment due to the tenderer. If the tenderer fails to provide the services under the contract for 15 days consecutively or otherwise, the agreement shall stand terminated without any notice and in such case the tenderer would be liable to compensate this Commission for any losses caused to it due to the non-fulfillment of the contractual obligation.

- A penalty @ Rs.100/- per day basis for each worker shall be recovered from the Contractor's bill if any worker is found missing/absent from his duty.
26. The tenderer shall be responsible for payment of any compensation/settlement of any liability arising out to any death or injury caused to the persons employed by him for rendering the jobs on contract under the agreement, either under the workmen Compensation act or any Act in force at that time.
 27. That the tenderer shall at their cost take necessary insurance cover in respect of his employees and other persons employed or engaged in connection with the process or rendering the aforesaid job. The tenderer shall also comply with the provisions of relevant Acts viz, Employees State Insurance Act, Workmen's Compensation Act, The Payment of Wages Act, Contract Labour (Regulations and Abolition) Act and the Employee's Provident Fund & Miscellaneous Provisions Act, 1952 and the rules made their under and as modified from time to time. If the payment of Bonus Act is applicable to the tenderer's firm, they should comply with the provisions of the Act and the rules made there under, as modified from time to time.
 28. Tenderer shall not sub-let or sub contract any part of this contract/job without the express written consent of the Ministry. The contractor shall also be responsible for any act of omission or commission on the the part of his supervisors/workers. Any damage done/caused to the existing structure/furniture/fitting/equipment by the workers of the contractor firm shall be got rectified by the contractor at his own risk and cost/cost recovered from the contractor.
 29. In case of any dispute with regard to the interpretation of any clause (s) of this agreement the same shall be referred to the Principal Adviser (Admn), Planning Commission, whose decision will be final and binding on both parties.
 30. Performance Security, which is required to be deposited, would be intimated at the time of award of contract. Performance Security would be in the form of Fixed Deposit Receipt/Bank Guarantee from a commercial bank, hypothecated in favour of Pay & Accounts Officer, Planning Commission, New Delhi by the successful firm before commencing the work. The Performance Security Money shall be returned after within 3 months of satisfactory completion of contractual period. No interest shall be paid on the Performance Security Money.
 31. The decisions of the authorized officer regarding the satisfactory standard of duties assigned shall be final and binding on the contractor. The contractor shall comply with the monitoring mechanism/system as advised by the Department.

Scope of work

32. The GUARDS would be required to come to office at Yojana Bhavan on daily basis for five days a week, from 8.30 A.M. to 5.00 P.M. with lunch break of half-an-hour and tea break for ten minutes once in the forenoon and once in the afternoon on all working days or as required by this Commission.
33. The guards should have undergone comprehensive security personnel training programme in line with recent Government of India legislation. They should also be given specialist training and on-site refresher training.

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ANNEXURE I

PLANNING COMMISSION
FOR UNSKILLED GENERAL DUTY WORKERS(To be filled up by the tenderer)

1. Name & Address of the tendering firm :
2. Name of the Authorised Signatory :
3. Telephone No. of the Proprietor : Residence.....
Office
Mobile
4. List of offices, where the firm is presently providing general duty workers :
5. Whether the firm is registered?
If so attach copies of relevant documents of the following:
 - (a) Registration No. :
 - (b) PF number :
 - (c) ESI number :
 - (d) PAN number :
 - (e) Service Tax Number :
6. Details of Earnest money
 - (i) Draft/Pay Order No. :
 - (ii) Date & Name of the Bank :
 - (iii) Amount (in words) : Rs.
 - (iv) Due Date of Draft/Pay Order :
7. Experience (Attach separate sheet, if required)

	<u>Name of the Office.</u>	<u>Period of Contract</u>	<u>Number of manpower provided</u>
(i)			
(ii)			
(iii)			
8. Total number of employees deployed by the firm:
9. (a) Charges payable per month for 8 hours duty. Unarmed Guards_____ Supervisor_____
- (b) Any other charges payable (Specify) : _____
11. Any other terms or conditions by the contractor
(To be attached separately on a letter head of the contractor)

12. Enclosures

1)

2)

3)

4)

DECLARATION BY THE CONTRACTOR/FIRM

I/We have carefully read the terms & conditions of contract as contained in the Tender Notice No.....Dated.....
and agree and accept to abide by them. I/we also agree to the forfeiture of the Security/Earnest Money, if I/We fail to fulfill any of the conditions of the terms and conditions of the contract.

(Signature of Tenderer)
Name & Designation

Place : New Delhi
Dated: