

DELHI FINANCIAL CORPORATION
37-38, Pankha Road, Institutional Area,
D-Block, Janakpuri, New Delhi-110058.

NOTICE INVITING TENDER

Sealed Tenders are invited for providing Security services in Delhi Financial Corporation 37-38, Pankha Road Instl. Area D-Block Janakpuri, New Delhi-58 and sub office at Sec-16 Rohini, Delhi-85 for a period of one year from the date of award of tender, from registered Private Security Agencies/Companies having experience of at least three years in providing Security Services in Central Government /State Government Department (including Public Sector Companies/ Undertaking/ Autonomous bodies/MNCs). **The detailed Pre-Qualification and requirements of the assignments can be referred in the tender document.**

Prescribed Tender form can be obtained from the office of the Asstt. General Manager, (GAD), 1st Floor, DFC, 37-38, Pankha Road Institutional Area, D-Block Janakpuri, New Delhi-58 from 11.11.13 between 10.00 A.M. and 1.00 P.M. on any working day on cash payment of Rs. 500/-only (non-refundable).

Duly completed Tender alongwith an earnest money deposit of Rs. 15,000/- (Rupees Fifteen thousand only) by Demand Draft/ Pay Order in favour of Delhi Financial Corporation- New Delhi, should be dropped in the tender box kept in the office of the DFC at Reception between- 11 AM to 1.00 PM. latest by 29.11.13. The Tenders will be opened at 2nd Floor at Delhi Financial Corporation, 37-38, Pankha Road Institutional Area, D-Block, Janakpuri New Delhi-58 on 29.11.13 at 3.00 P.M by the Committee in the presence of the tenderers or their representatives, who wish to be present on the occasion.

The Chairman and Managing Director, Delhi Financial Corporation, New Delhi reserves the right to accept or reject any or all the tender(s) without assigning any reason thereof at any stage of the tendering process.

Asstt. General Manager (GAD)
Delhi Financial Corporation

Signature of the tenderer
with seal.

**DELHI FINANCIAL CORPORATION,
37-38, Pankha Road, Instl. Area,
D-Block, Janakpuri, New Delhi-58.**

General Administration Department

TERMS AND CONDITIONS

1. DEFINITIONS

For the purposes of the tender (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

The Corporation shall mean the Delhi Financial Corporation on whose behalf the CMD or any officer authorized by the Corporation shall execute and sign the correspondence and documentation. Competent Authority shall mean the chairperson & Managing Director of Delhi Financial Corporation. Agency/contractor shall mean a tenderer whose tender has been accepted by the Corporation and is sent a written communication by the Corporation to the tenderer confirming acceptance of the tender. The Tender' shall mean the tender form (including earnest money deposit, the notice inviting tender, the terms & conditions), technical bid and financial bid. 'Letter of Acceptance' shall mean the communication sent by the Corporation to the tenderer conveying the acceptance the offer. Department shall mean the General Administration Department of the Corporation. Supervisor shall mean the full-time Security Supervisor employed by the tenderer for carrying out the watch & ward work in Delhi Financial Corporation, Pankha Road Office & at Rohini Office.

2. Eligibility condition:

A registered Private Firm/Company (registered with registrar of firm Delhi/ Companies Act, 1956, as applicable), having experience of at least five years in providing Security Services in Central Government /State Government Department (including Public Sector Companies/Undertakings/Autonomous bodies), MNCs and having an annual turn over of Rs. 25 lakhs each for the preceding three years. A certified copy of the balance sheet for the preceding three years will be deemed sufficient proof of this condition.

3. Work Profile

The Agency shall be fully responsible for the watch and ward services of the Delhi Financial Corporation. The functions required to be performed are: -

- (i) To man various gates and any other sensitive point specified by the Department.
- (ii) Watch and Ward personnel deployed by the Agency shall check the material/property/public/casual workers entering and exiting the building through the procedure of entry pass/gate pass, as laid down by the Department.

- (iii) To perform the watch and ward functions including night patrol at the various points of deployment.
- (iv) To prevent the entry of stray dogs, cattle, monkeys, anti-social elements, un-authorised persons and un-authorised vehicles into the building.
- (v) To regulate parking of vehicle within and outside the premises and to ensure smooth flow of traffic.
- (vi) Any their work incidental to the above.

LOCATION WISE DEPLOYMENT OF WATCH AND WARD PERSONNEL IN THE CORPORATION PREMISES IS AS FOLLOWS

Sl.No.	Place of deployment	Number of guards	Remarks
1	Main Gate	2 for 24 hours	IN Gate
2	Reception	1 for 8 hours	
3	Ambedkar Bhawan,4 th floor , Sector-16 Rohini Delhi	1 for 24 hours	Rohini Office

THE ABOVE DEPLOYMENT MAY BE ALTERED IN ACCORDANCE WITH THE SITUATIONAL REQUIREMENTS ASSESSED BY THE DEPARTMENT

4. Liabilities

- i The Agency shall compensate in full the loss sustained by the Department/Government from time to time on account of any theft, burglary and tampering with the locks of the premises. The amount of loss to be compensated shall be determined by the Department and the same shall be binding on the Agency. In addition to this Agency shall also be liable to pay a penalty in each case for any theft in the Premises/Site.
- ii The Agency shall also be fully responsible for any loss of office equipments and articles installed on the Site, attributable to the negligence or failure of the Watch and Ward personnel in complying with the prescribed procedure. All losses suffered by Department/Government on this account shall be compensated in full by the Agency. The decision of Department shall be binding on the Agency.
- iii. The Agency shall deploy at least 75% of the personnel from amongst the categories of Ex-Servicemen/Ex-Para Military Forces Personnel and all the personnel deployed should be aged above 18 years and below 60 years. The Supervisors deployed should be at least matriculate/10th pass.
- iv. A complete list of the watch and ward personnel, engaged by the Agency for deployment at the Site, shall be furnished by the Agency along-with complete address and other

antecedents. The Agency shall deploy only those whose antecedents have been verified by the Delhi Police Authority. No Wages shall be payable in respect of such watch and ward personnel in whose cases documentary evidences are not submitted by the Agency to the Department.

- v. The agency is required to submit the details alongwith the bio-data of all the promoters/partners/directors etc. alongwith the documentary proof as the case may be (copy of partnership deed/dissolution/deed/MOA/registration of registrar of Companies and other document etc. etc.)
- vi The Agency shall have to submit the weekly duty chart prior to the commencement of the week and the daily attendance sheet of all the Watch and Ward personnel deployed to the Department or Authorized officer of the Department and the, failure to do so will result in non-payment for the day/days for which the duty chart/attendance sheet is not furnished.
- vii The agency shall provide a non-judicial stamp paper of Rs. 100/- for preparing a contract/ agreement. The successful tenderer shall enter into a contract/ agreement with the Corporation as per the terms and conditions of the tender within one month from the issue of letter of acceptance or whenever called upon to do so by the Corporation whichever is earlier.
- viii The Agency shall not replace the Watch and Ward personnel at random. This shall be done with the prior approval of the Department and full particulars of the Watch and Ward personnel so deployed shall be given to Department immediately. In case any of the Watch and Ward personnel is found to be posted without the previous knowledge of the Department, then the Department shall not be liable to pay for such watch and ward personnel deployed.
- ix The Agency shall be liable to make substitute arrangements in case of the absence of the Watch and Ward personnel. Similarly, the Agency shall have to make substitute arrangements in case of the weekly offs, and no extra payment shall be payable on this account. The Agency shall man all the Watch and Ward Personnel check posts and other locations as specified by Government **on all the weekdays**. No short leave or meal relief shall be permitted to the Watch and Ward personnel unless the Agency provides suitable substitute without any extra payment. The Agency has to keep sufficient number of leave reserves.
- x The Agency shall ensure that at any time, no watch and ward point is left unmanned. A register shall be maintained by the Agency at every gate where round the clock duty is performed.
- xi The Department shall endeavor to arrange to provide lock/seal for stores, godowns and offices etc to the satisfaction of the Agency, wherever possible.
- xii. The Department shall be authorised to fix timings of the various duty shifts. A single duty shift will have normal duration of eight hours. In case of any compelling reasons, if the duty shift is to be extended, the same shall not be resorted to by the Agency without the prior consent of the Department.
- xiii. The Agency shall arrange to dress all the on-duty Watch and Ward personnel smartly and neatly on army pattern according to season i.e. summer uniform during summer and

winter uniform during winter and a badge bearing his name and designation. The dress shall be of uniform colour and design. The agency has to also ensure good behavior of watch and ward personnel with officials of the Department and visitors to the Site. They shall abstain from taking part in any staff union and associations activities.

- xiv. The Agency will ensure that no unauthorized entry is permitted and the watch and ward personnel at the entry points will be able to categorize the legitimate visitors without causing any embarrassment to the visitors.
- xv The watch & ward personnel should ensure that the entry of visitors be allowed only after recording entry in the register at the entrance. Entry of cycles and vehicles such as scooters, Motor Cycle and Motor Car of strangers/visitors shall not be allowed out side of the main gate of building.
- xvi The quality and discipline of the Watch and Ward personnel should be ensured regularly (daily, weekly, fortnightly or monthly), daily reports to be prepared by the Agency and the same should be submitted to the Corporation. Appropriate records in reference to above shall be maintained by the Agency at its own cost.
- xvii That the Agency shall have to provide any additional personnel for allocating any additional duty arising out, as per the circumstances, as directed by the Corporation addition to those duties/personnel covered in this tender within the same amount of the tendered amount.
- xviii The Agency shall also provide following items/articles at its own cost: -
 - a. Torches and cells to the Watch and Ward personnel on night duty.
 - b. Duty charts at specified locations for inspection.
 - c. Raincoats to their watch and ward personnel for rainy season.

Duty hours of the Watch and Ward personnel will be as detailed below: -

5. A-Duty Hours (FOR ALL RANK) on all the seven days of the week

1. First shift-06.00 hrs to 14.00 hrs.
2. Second shift-14.00 hrs to 22.00 hrs.
3. Third shift-22.00. Hrs to 06.00 hrs.

(Duty hours can be determined by the Corporation as per requirement and necessity).

5. B-Duties and Responsibilities of Watch and Ward personnel.

- a) The respective Watch and Ward Supervisor will be responsible for overall Watch and Ward arrangements of the Delhi Financial Corporation.
- b) The supervisor will ensure that all the instructions of the Department are strictly followed and there is no lapse of any kind.
- c) Requirement of posting of watch and ward Supervisors/guards will be reviewed and monitored by the Department from time to time.

- d) Watch and ward personnel deployed in the premises on holiday and Sunday will be assessed as per actual requirement and the number of personnel will be suitably reduced/ increased (if required).
- e) The watch and ward personnel will also take round of the all the important sensitive points regularly at the interval of one hour and the duty report will be prepared at the interval of every shift.
- f) The watch and ward personnel will be on duty for twenty four hours (round the clock in three shifts of eight hours each) and will also take care of the all store(s) mentioned/lying within the Site and also the cycle stand, vehicle/car parking etc. in the Site.
- g) The Watch and Ward personnel are also required to perform door-keeping duties and are required to keep the keys of all the rooms of the respective wing, where they are deployed and open and close the same as & when required by the authorized officials.
- h) It will be the duty of the Watch and Ward guards to open the locks to enable cleaning operations in the building. They are also required to be present and vigilant at the Site during the entire work of the cleaning operations. Moreover, they will also open the premises as and when required for Civil & Electrical maintenance works by authorized officials on holidays.
- i) The watch ward personnel shall carry out such other duties as are entrusted to them from time to time by the Corporation..
- j) Entry of Street Dogs, Cattles & monkeys etc into the Site is to be prevented by the watch ward personnel.
- k) The watch and ward personnel on patrol duty shall take care of all the water taps, valves and water hydrants installed in the open area and other part of premises.
- l) Watch and ward personnel shall ensure that flowers, plants, trees, and grassy lawns are not damaged either by the staff or by the outsiders.
- m) The watch and ward personnel will also help the fire fighting staff in extinguishing the fire, if there is a fire or any other natural calamities at the Site. The watch and ward personnel deployed should be conversant with the fire fighting procedure and apparatus at the site.
- n) The Agency will ensure the presence of its entire personnel in their full strength on all working days, and reduce numbers on such other days as may be required and notified from time to time. If personnel of this Agency were on leave/absent, the Agency would be duty bound to provide alternate arrangements with equally trained and qualified personnel without failure. No person shall proceed to make himself unavailable without alternative arrangements having been made and due notice given to Department.
- o) That the watch and ward personnel shall be available all the time as per their duty roster and they shall not leave their place of duty without the prior permission of the Department.

6. **Tender form, Earnest Money and Security Deposit (Packet -I)**

- i. Tenderer will submit the duly filled tender form for watch and ward services in Delhi Financial Corporation alongwith Earnest Money Deposit amounting to Rs.15,000/- (Rupees fifteen thousand Only) to be paid in the form of Pay Order / Bank Draft in favour of DELHI FINANCIAL CORPORATION, NEW DELHI.. In no case, the cheque and/or cash will be accepted. No tender shall be accepted if Earnest Money Deposit does not accompany it.
- ii. The Earnest Money Deposit shall be treated as a Security Deposit if the offer is accepted by the Competent Authority. No interest shall be paid by the Department on earnest money or security deposit.

- iii. The tenderer should submit the tender form alongwith the following documents:
- a. Earnest money deposit (for Rs. 15,000\-) Original Notice Inviting Tender duly signed by the authorized signatory along with the seal of the firm.
 - b. Original terms and conditions of tender document duly signed by the authorized signatory on each page alongwith the seal of the firm.
 - c. The original cashs receipt for payment of Rs. 500/- should be enclosed.
- iv. The intending tenderer should also give the following documents alongwith the Tender form. All the documents pertaining to the Firm/company submitted by the tenderer should bear the same Name and Address, as recorded in the Tender Form. In case of any variation, it should be specifically clarified, as to whether the changes has been duly notified to the respective Authority and proof of acceptance/approval by the Authority must be attached with the respective document submitted by the tenderer.

- Valid Registration No. of the Firm/company (attach attested copy of the Certificate).
- Valid PAN No. of the Company/Firm (attach attested copy of the PAN card).
- Valid Provident Fund Account No. of the Firm/ Company (attach attested copy of theCertificate).
- Valid ESI No. of the Company/firm (attach attested copy of the Certificate).
- Valid Service Tax registration No. (attach attested copy of the Certificate)

- v. The tenderer should have an annual turnover of Minimum Rs. 25 lakhs each for the preceding three financial year ((2006-2008). **The details of the turnover of the company/firm/Agency should be given in the following format and it should be submitted on the Letterhead of Tenderer:**

S.No.	Year	Turnover (lakhs)
1.	2010-11	
2.	2011-12	
3.	2012-13	

- vi. The amount mentioned in the turnover column should be supported by the certified copies(s) of Job Execution Certificate issued by the Client of the tenderer, giving total Annual Financial Component involved, and the same should be attested by the authorized signatory on each page along with the seal of the firm. Also provide attested copies of Income tax return filed for the three assessment years 2006-2008.
- vii. The details of the work executed by the tenderer having a financial component of **Rs15 lacs or more** for the preceding two financial years should be given in the following format and it should be submitted in the letterhead of the tenderer and the same should be further supported by the certified copies of the Job Execution Certificate issued by the tenderer's client, giving the Annual Financial component involved.

Sl.No.	Year	Name of the Co./firm for whom the work was carried out by the tenderer	The amount of the work order (Rs. In lakh)
1	2010-11		
2	2011-12		
3	2012-13		

- viii Tenderer should give the documentary proof of minimum two years experience (for the two preceding financial years) in providing Watch & Ward Services in Central Government /State Government Department (including public sector Companies/undertaking/Autonomous bodies). This should be given in the following format and it should be submitted on the Letterhead of Tenderer:

Sl.No.	Year	Experience in Watch & Ward services
1	2010-11	
2	2011-12	
3.	2012-13	

- ix In the column meant for experience in watch & ward services, the tenderer should give the details of clients serviced during that period.
- x. The sample performance certificate to be attached by the tenderer is given below and it should be taken from the clients (in their letter head) by the Tenderer.
- xi The tender committee may also accept performance certificate in other similar Proforma and its decision shall be final.
- xii. The Documents submitted should have the stamp of the Firm or Company and every document/paper in the Packet - I should be signed by the authorized signatory of the tenderer on every page. (including the performance certificate issued by tenderer's clients.)
- xiii. The envelope containing tender form shall be super-scribed as **“Tender form for Watch & Ward/ Security services at Delhi financial Corporation”** and it should be wax sealed.

7. Financial Bid:

- i. The tenderer should quote the rate as per the format given below in Rupees in figures and as well as in words. The rate and amount of the tender should be inclusive of and in accordance with the provisions of Minimum Wages Act, Contract Labour(R&A) Act, Delhi Works Contracts Act and other Statutory provisions like Provident Fund Act, ESI, Bonus, Gratuity, Leave, uniform allowance, Service charge, and administrative charge and applicable service tax etc. **If rates are not quoted as per latest notification (dated ---) issued under Minimum Wages Act, 1948 in the National Capital Territory of Delhi, the tender will not be considered. Further any violation to the provisions shall render the contract liable for termination at any stage.**
- ii. The tenderer should take care that the details, rate and amount should be written in such a way that interpolation is not possible. No overwriting in the Financial Bid will be allowed and such type of tenderer is liable for rejection. No blanks should be left which would otherwise make the tender liable for rejection.
- iii. The rates quoted shall be as per calendar month and shall be valid for the period of tender/contract/agreement including the extended period (if any). The Performa provided

should be the criteria of submitting the Financial Bid. This sheet will be used as reference to confirm whether the tenderer has taken into account the applicable latest minimum wages rate notified by the Labour Department of Government of N.C.T of Delhi. In case any violation is found, in this regard, the tender is liable to be rejected.

- iv. The Tenderer shall quote the amount tendered in financial bid in the following format and it shall be given on the letterhead of the company/Firm/Tenderer.

FINANCIAL BID FOR WATCH & WARD SERVICES AT DELHI FINANCIAL CORPORATION AT JANAK PURI & ROHINI

Sl.No.	Description	Security Guards	Gun Man
1	Basic Salary	Rs.	Rs.
2	DA	Rs.	Rs.
3	ESI@	Rs.	Rs.
4	EPF@	Rs.	Rs.
5	Bonus@	Rs.	Rs.
6	EDLI	Rs.	Rs.
7	Weekly Off Replacement Etc.	Rs.	Rs.
8	Others*	Rs.	Rs.
9	Administrative Charges	Rs.	Rs.
10	Cost Per Head	Rs.	Rs.
11	Service Charges (Profit margins)	Rs.	Rs.
12	Total Amount	Rs.	Rs.
13	Grand total (per month)	Rs. _____ (Rupees _____)	
14	Service Tax@	Rs. _____	
15	Annual Financial Component	Rs. _____ per annum (Rupees _____) (Column (12+13) x 12)	

Signature of the authorized signatory of the Tenderer
With Seal of the Firm/ Company

Note:

- ⌘ The wages structure should be in conformity with the latest minimum wages notified on ----- by Labour Department, Govt. of NCT of Delhi. {Minimum wages for Security Guard Rs.----- and Security Supervisor (matriculate)– Rs.-----}.
- ⌘ * = OTHER CHARGES, if any.
- ⌘ Statutory liabilities as per applicable rates.
- ⌘ Do not place the financial bid in packet-I.
- ⌘ In case there is more than one lowest financial bid (Sl. No. 13 in the above table), the tender will be awarded on the basis of draw of lots.
- v. The financial bid should have the stamp of the Firm or Company and signed by the tenderer or his authorized signatory on every page.
- vi. Payment to all the workers of tenderer be made in the presence of one of the officers of the Corporation authorized for the said purpose through account payee cheque every month and the tenderer has to furnish the documentary proof alongwith the bill for payment.
- vii. The tenderer has to submit documentary proof alongwith the bill of payment of EPF/ ESI contribution in the name of their employees as well as EPF/ ESI number allotted by the concern departments in the name of the individuals

8. Period of Tendered work

The tender will be awarded for a period of one year from the date of award of the tender and after the expiry of the said period, the Corporation shall also have the right to extend the tender/agreement/contract at the same terms and conditions on quarterly basis upto a maximum period of twelve months or until the new Security Agency takes over (in case fresh tender is required to be resorted to), whichever is earlier.

9. Payment of Bills

- i. Within 4(Four) weeks from the receipt of bill.
- ii. Wherever any over payment comes to the notice of Corporation the same shall be deducted by Corporation from any sum due or which at any time thereafter may become due to the Agency under this tender/agreement/contract and failing that under any other tender/contract/agreement with Corporation or from the security deposit of the tenderer.
- iii. Corporation reserves the right to carry out post payment audit and/or technical examination of the final bill including all supporting vouchers, abstract etc. Corporation further reserves the right to enforce recovery of any overpayment whenever detected.
- iv. If as a result of such audit and technical examination, any overpayment is discovered in respect of any work done by the Agency or alleged to have been done by the Agency under the tender/agreement/contract, it shall be recovered by Corporation from the Agency by any or all the methods prescribed above.
- v. If any underpayment is discovered, the amount shall be duly paid to the Agency by the Corporation..

10. Notice

Subject to as otherwise provided in this Tender, all notices to be given on behalf of Corporation and all other actions to be taken on its behalf may be given or taken by the, General Administration Department or any other official authorized by the Corporation.

11. Legal Liability and Responsibility of Agency

- i. It will be the responsibility of the Agency to get all the related clearances as applicable under the Indian Laws and complete the necessary formalities as required under relevant statutes, rules and regulations.
- ii. The Agency shall comply with all the statutory provisions as laid down under various Labour Laws/Act/Rules like Minimum Wages, Provident Funds, ESI, Delhi Shops and Establishment Act, Bonus, Gratuity, Contract Labour(R&A) Act, Delhi Works Contract Act and other Labour Laws/Acts /Rules in force from time to time at its own cost. In case of violation of such statutory provisions under Labour Laws and/or any other law applicable, by the Agency, there will not be any liability on part of Corporation.
- iii. The Agency has to maintain all the relevant records, registers and documents as required by the Labour Department, Regional Provident Fund Commission and Employees State Insurance Corporation or other local bodies as per the existing rules and/or regulations as amended from time to time.
- iv. The Agency shall indemnify to the Corporation against any payments to be made under and for the observance of the above mentioned various laws and rules.

12. Liability of the Department/Government

- i. The Corporation shall not provide any residential accommodation to the Watch and ward personnel employed by the Agency. No cooking or lodging shall be allowed in the Corporation Building for the personnel engaged by the Agency.
- ii. The Corporation will be under no legal obligation to provide employment to any of the personnel of the Agency after expiry of tender/agreement/contract period and the Corporation recognizes no Employer-employee relationship between Corporation and the personnel deployed by the Agency.
- iii. The Corporation shall not be responsible financially or otherwise for any injury to the Watch & Ward personnel in the course of performing the Watch & Ward functions as per this tender.

13. Termination of Tender

- i. If the Agency at any time makes default in executing Watch & Ward job with due diligence and continues to do so, and / or the Agency commits default in complying with any of the terms and conditions of tender and does not remedy it or take effective steps to remedy it, or fails to complete the work as per terms and conditions of the tender and does not complete them within the period specified in the notice given to him in writing, the Corporation may without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to the Agency, shall cancel the tender/ contract/ agreement, after one calendar month notice and security deposit will also liable to be forfeited by the Agency. Corporation shall on such cancellation, shall have powers to

carry out/execute the work through other agencies by any means at the risk and cost of the Agency.

- ii. The Corporation reserves the right to terminate the contract without assigning any reason by giving to the tenderer one calendar month notice of its intention to do so and on the expiry of the said period of notice, the tender/contract/agreement shall come to an end without prejudice to any right of remedy that may be accrued to the Agency.
- iii. If any information furnished by the tenderer is found to be incorrect at any time, the tender/contract/agreement will be liable to be terminated, after one calendar month notice and the security deposit will also liable to be forfeit
- iv. In case the Agency wants to terminate the tender/contract/agreement, it shall have to give three calendar months notice in advance to this effect to the Corporation.

14. Other conditions of the tender

- i. The Tender form should be legibly filled in ink or typed.
- ii. Change in the name of the tenderer shall not be allowed under any circumstances.
- iii. Every paper of the tender should be signed by the authorized signatory of Tenderer with seal of Agency/Firm/Company.
- iv. No change in constitution / share holding of the successful tenderer will be done under any circumstances without the prior approval of the Department/Corporation in writing.
- v. The Corporation will deduct Income Tax at Source as applicable from time to time.
- vi. **The Agency submitting the tender would be presumed to have considered and accepted all the terms and conditions of this tender. No enquiry, verbal or written, shall be entertained in respect of acceptance / rejection of the tender.**
- vii. The Agency shall indemnify the Corporation against all other damages/changes and expenses for which the Corporation is held liable or pays on account of the negligence of the Agency or its servants or any person under its control, whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof.
- viii. In case any person signing the tender/contract/agreement on behalf of Limited Company or Firm, he will produce letter of authority/ resolution passed by the company/firm empowering him to sign the tender/agreement/contract on behalf of the company or firm.
- ix. The Corporation shall not be responsible financially or otherwise for any injury to the Watch & Ward personnel in the course of performing the Watch & Ward functions, in the Corporation Building.
- x. Any person who is in Government Service or an employee of the Department should not be made a partner to the tender by the Agency directly or indirectly in any manner whatsoever.
- xi. The Agency shall not transfer the tender to any other person in any manner. The Agency shall not be permitted to sub-contract the work to any other person/firm/Agency.
- xii. Any other provisions as advised by the Corporation shall be incorporated in the agreement to be executed by the Agency and the same shall be binding on the tenderer.
- xiii. **That the successful tenderer shall take immediate steps to get a licence under Contract Labour (R&A) Act, 1970 and Delhi Works Contract Act (Wherever applicable).**
- xiv. That the Agency shall have to provide any additional personnel for allocating any additional Watch & Ward duty as directed by the Corporation or any authorized officer of

- the Corporation in addition to those duties/personnel covered in this tender and the Agency shall not claim any extra payment on this account.
- xv. The Corporation reserves the right to cancel the tender/contract/agreement or to withhold the payment in the event of non-commencement or unsatisfactory performance of the work. In such eventuality Corporation further reserves the right to get the work done from some other agencies and also shall cancel the tender/agreement/contract at one calendar month notice. Agency will be black listed by the Corporation for a period of four years from participating in such type of tender of the Corporation/Govt. and its earnest money/security deposit shall also be forfeited
- xvi. The tenderer shall not employ any person who has not completed Eighteen years of age or is above Sixty years of age.
- xvii. A complete list of the personnel, engaged by the Agency for deployment at the Site, shall be furnished by the Agency to the Department along-with the complete address and other antecedents of the personnel. The Agency shall deploy only those personnel whose antecedents have been verified by the Delhi Police Authority and the Agency should give a certificate to that effect to the Department.
- xviii. Every personnel engaged by the Agency shall wear the prescribed uniform meant for Watch & Ward personnel according to season (i.e. summer uniform in summer and winter uniform in winter season) and a badge bearing his name and designation, while on duty. The said uniform and badge shall be provided and maintained by the Agency at its own cost.
- xix. Corporation shall be at liberty to direct and to require the Agency to remove from the works, any person employed by the Agency, who in the opinion of Corporation misconducts himself or is incompetent or negligent in the proper performance of his/her duties or infirm and invalid/or indulge in unlawful activity or the like and such person shall not be again employed on the work without written permission of the Corporation.
- xx. All the Terms and Conditions contained in this tender document will be a part and parcel of the agreement/contract to be executed by the Agency with the Corporation.**
- xxi. Once the competent authority accepts the tender, the Agency will be liable to provide the Watch & Ward services within one week from the date of issue of letter of acceptance.
- xxii. Canvassing in connection with the tender is strictly prohibited. Tender must be unconditional.**
- xxiii. Tender not conforming to the requirements as per the terms and conditions is liable to be rejected and no correspondence shall be entertained whatsoever.**
- xxiv. All the intending tenderers are advised to keep a photocopy of the Tender documents with them for their future reference. All the intending tenderers are further advised to visit the Office of Corporation (to see and to satisfy and understand the scope of work to be executed as per this tender), **before participating in the Tender and then quote the rate/amount per month for the work, because no subsequent request of the tenderer for additional payment/claim on any account will be entertained by the Corporation under any circumstances.**
- xxv. For any clarification regarding the scope of work and /or any terms and conditions of tender, the intending tenderer in person can seek clarification from General Manager (GAD) on any working day, with prior appointment, before last date of submission of tender.
- xxvi. The Watch and Ward personnel deployed by the Agency shall not consume liquor or any other intoxicant while on duty.
- xxvii. The Corporation shall have the right to ask for the removal of any person of the Agency, who is not found to be competent and orderly in the discharge of his duty. The

Corporation reserves the right to cancel the tender/contract/ agreement or to withhold the payment in the event of non-commencement or unsatisfactory performance of the work. In such eventuality Corporation further reserves the right to get the work done through other agencies. Watch and ward personnel shall be bound to observe all the instructions issued by the Department concerning general discipline and behavior. In case any person employed by the Agency is inefficient, quarrelsome, infirm, and invalid or indulges in unlawful activity or the like, the Agency shall replace such person with a suitable substitute at the request of the Corporation.

xxvii Penalties

- ⌘ For misbehaving on part of security staff Rs.1000/- per default.
- ⌘ For non-wearing of uniform and/or identity card Rs.1000/- per default.
- ⌘ For causing nuisance/damage to public property in Corporation Building: - 3 times of the market value of such property or Rs.5000/-, whichever is higher, per default.
- ⌘ For removal of any item(s) for which the agency is not authorized – 3 times of the market value of such property or Rs.5000/-, whichever is higher, per default.
- ⌘ For violation of any of the condition of the contract, Rs.5000/- per default.

16. Tendering Schedule

- i. Issue of Tender Documents: - This document will be available on non-refundable payment of Rs.500/- (in cash)
- ii. Sale of Tender Document with effect from 11.11.2013 to 29.11.13 between 10.00 a.m. and 1.00 p.m. on all working days from the office of Manager(GAD) 37-38, Pankha Road Instl. Area, D-Block, Janakpuri, New Delhi-58.
- iii. Completed Tender Document should be dropped in the tender box kept in the Office of Corporation. Ground Floor, 37-38,Pankha Road Instl.Area, D-Block Janakpuri, New Delhi-58 latest by 11.11.2013 upto 1.30 p.m.
- iv. Time, date and place of opening of tender box: - At 3.00 p.m. on 29.11.2013 by the committee in the presence of tenderers

17. Rejection of Tender

- i. The entire columns and rows in the Tender format (including Tender form, and Financial Bid) should be filled up. Tenders incomplete by any means may be rejected without assigning any reason.
- ii. The Chairperson & Managing Director of the Corporation may reject any or all tender(s) without assigning any reason.

AGM(GAD)