

F.No.D-14011/05/Outsource-SG/18-19/CESTAT/CT
CUSTOMS EXCISE & SERVICE TAX APPELLATE TRIBUNAL, WEST BLOCK NO.2, R.K.
PURAM, NEW DELHI-66

Dated: 13/03/2019

TENDER NOTICE

Sealed tenders are invited from reputed and established Security Agencies situated in Delhi/NCR for providing two Security Guards to the Customs, Excise & Service Tax Appellate Tribunal, West Block No.2, R.K. Puram, New Delhi-110066. The contract will be initially for a period of one year.

1. The manpower will have to be supplied by the agency within one week of award of contract and it is the responsibility of the service provider to guard the office and all its properties.
2. The Security Guards will be required to be deployed on all seven days in a week for 24 hours with a shift on every 12 hours.
3. Terms and conditions: As per Annexure –I
4. Only those who fulfill the following minimum criteria need to submit the bids:-
 - a. The security agencies should have been in active existence for not less than three years.
 - b. It is registered under Private Security Agencies (Regulations) Act,2005 and Delhi Private Security Agencies (Regulation) Rules,2009 and fulfill all the conditions laid down in the Act/Rules. A copy of such license should be enclosed.
 - c. It must have PAN number and GST registration certificate.
 - d. It has not been blacklisted by any Government department.
 - e. It should be willing to take up the contract on the terms and conditions mentioned at **Annexure-I**
5. An earnest money deposit Rs.10000/-(Rupees Ten Thousand Only) in the form of DD drawn in favour of the Accounts Officer, CESTAT, New Delhi may be submitted along with the bid, failing which the bid shall not be considered valid.
6. The tenders should be submitted in sealed cover superscribed " BID for Security Services" and should contain the following:-

- i) The proforma in **Annexure-II** duly filled in.
 - ii) The proforma in **Annexure-III** duly filled in.
 - iii) Agency profile including previous experience of manpower supply to Government Department etc.
 - iv) Acceptance of terms and conditions at **Annexure-I**
 - v) Demand Draft towards earnest money deposit.
 - vi) All other required documents.
7. The sealed cover should be addressed to the Registrar, Customs, Excise & Service tax Appellate Tribunal, West Block No.2, R.K. Puram, New Delhi. As to reach latest by 3.30 P.M. 25/03/2019
8. The bid will be opened by the committee at 3.30 P.M on 25/03/2019 in the presence of the participating bidders, who may if like to be present may express the same in writing. If anyone is not present at the specified time and date the committee will proceed to open the bids.


13.3.19
(Mukesh Gupta)

Assistant Registrar (C.T.)

Copy to:

1. Notice Board
2. Website

TERMS AND CONDITIONS

1. All the persons deployed by the Agency should not have any police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are deploying and a certificate to that effect shall be issued. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The service provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such request and substitute shall be made immediately.
2. The said persons deployed by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary every month. There is no master and servant relationship between the employees of the service provider and the CESTAT, New Delhi and further that the said persons of the service provider cannot claim any lien or status with CESTAT.
3. The Security guards shall not claim any benefits/compensation/absorption/regularization of services from/in this office under the provision of Industrial Disputes Act,1947 or contract Labour (Regulation & Abolition) Act,1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to this office.
4. The Security guards shall not divulge or disclose to any person, any details of office, operation process technical know-how, security arrangements, administrative/organizational matters as all are confidential/secret in nature.
5. The Security guards should be polite, positive, efficient and firm, while handling the assigned work and their actions shall promote goodwill and enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him,

6. That the Security guards shall not be below age of 18 years and they shall not interfere with the duties of the employees of this office. The Security guards shall be control to the staff of the CESTAT and pay all respects to the senior officers.
7. The service provider has to provide photo identity cards to the Security guards by him/her for carrying out the work. These cards are to be constantly displayed.
8. The service provider shall ensure that Security guards show good conduct in office premises and enforce prohibition of consumption of alcoholic drink, paan, smoking, loitering, manage the parking of vehicles hired/used by CESTAT.
9. The transportation food, medical and other statutory requirements in respect of each guard shall be the responsibility of the service provider.
10. The Agency will make payment to the Security Guards provided by 7th of each month without waiting for receipt of payment from the department. The successful Agency shall submit, notarized affidavit on a stamp paper of appropriate value to the effect that the agency undertakes to pay Minimum rates of wages to the Security Guards engaged as per applicable orders of Govt. of NCT Delhi and to enhance the rates, as and when it is revised as well as all the statutory dues. W.r.t.
11. The agency will submit the copies of the EPF statement/pass book, ESI Card and GST challans along with monthly bill, without which payment to the contracting Agency will not be released.
12. The work shift shall be 12 hours for one guard without any interval between changing of shifts.
13. The Security guard shall be in uniform while on duty.
14. Payments to the service provider would be strictly on certification by the officer-in-charge of the office premises where he is deployed that his/her service were satisfactory and attendance as per the bill preferred by the service provider.
15. No wages/remuneration will be paid to any staff for the days of absence from duty.
16. The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.

17. The successful tenderer will have to Deposit Performance security Deposit(PSD) of Rs.25000/- (Rupees Twenty Five Thousand Only) in the form of Fixed Deposit Receipt(FDR) made in the name of the Agency and hypothecated to the Accounts Officer, CESTAT, New Delhi covering the entire period of the contract. The performance Security Deposit should remain valid for a period of 90 days beyond the stipulated date for completion of the contract. In case, the contract is further extended beyond the initial period, the Performance Security Deposit will have to be accordingly renewed by the successful tenderer.
18. The competent authority of this office reserve the right to cancel the tender at any time or amend/withdraw any of the terms and conditions contained in the Tender Document, without assigning any reason, thereof.
19. The successful bidder will enter into an agreement with this office for suitable and qualified manpower as per requirement of this providing on these terms and conditions. The agreement will be valid for a period of one year commencing from date of execution and shall continue to be in force in the same manner, unless terminated in writing. The service charges/rates quoted by the agency shall be fixed for a period of one year and no request for any changes/modification shall be entertained before expiry of the period of one year. Any statutory increase in wages/DA etc is to be absorbed by this office. The contract/agreement is extendable by one more year subject to satisfactory performance of the agency and such amendments as mutually agreed do.
20. The service provider shall be contactable at all times and messages sent by phone/e-mail/Fax/special Messenger from this office to the service provider shall be acknowledge immediately on receipt on the same day. The service provider shall strictly observe the instructions issued by this office in fulfillment of the contract from time to time.
21. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the Agreement then one month's wages etc and any amount due to the agency shall be forfeited/deducted by this office.

ANNEXURE-II

S.No.	Particular	To be filled in by the tender
1.	Name of the Agency	
2.	Details of EMD 1) Amount 2) Draft No. 3) Date 4) Issuing Bank	
3.	Date of establishment of the agency	
4.	Details office address of the Agency with office Telephone no.Fax no. and mobile no. and name of the contact person	
5.	Registration no. of the Agency/Firm(Copy of certificate of registration /license obtained to be enclosed)	
6.	PAN Number (Copy to be enclosed)	
7.	GST registration no. (Copy to be enclosed)	
8.	Experience in dealing with Govt department(Indicate the name of the Departments and attach copies of contracts order placed on the agency)	
9.	Whether a copy of the terms & conditions (Annexure-I) duly signed in token of acceptance of the same, is attached.	
10	Whether agency profile is attached?	
11	ESI, EPF, Labour registration ⁴ no.(The relevant documents(duly) are to be attached with technical bid document).	
12	Affidavit by the Agency to pay Minimum Rates of wages to the Security Guards engaged as per applicable order of Govt. of NCT Delhi and enhance the rates, as and	
13	Affidavit by the firm that it is not blacklisted etc.	

Authorized Signatory

PROFORMA FOR FINANCIAL BID

S.No.	Item Head	Charges per month (in Rs.)
1.	Rate of wages per Security Guard per month(Monthly wage rate must not be less than the minimum wages prescribed by the Govt of NCT of Delhi under Minimum Wages Act,1948)	
2.	Statutory Contributions Security Guards wages (per Security Guard per month 1) EPF Charges(13.00%) if applicable 2) ESI (4.75%)	
3.	Agency's administrative Service charges per Security Guard per month	
4.	Total per Security Guard Per month	

- Charges (including all taxes and levies except GST)

I/we accept all the terms and conditions of your letter referred to above

Yours faithfully,

(Name/seal of Firm/Agency)