

**DELHI TOURISM & TRANSPORTATION DEVELOPMENT CORPORATION LTD.  
18-A, DDA SCO Complex, Defence Colony, New Delhi-110024**

**CNIT No: F(CT)13319/3/2018/DTTDC**



**E-TENDER DOCUMENT FOR PROVIDING  
SECURITY & MANPOWER SERVICES  
AT PROJECT/UNITS OF  
DELHI TOURISM & TRANSPORTATION  
DEVELOPMENT CORPORATION LTD**

**DELHI TOURISM & TRANSPORTATION DEVELOPMENT CORPORATION LTD.  
18-A, DDA SCO Complex, Defence Colony, New Delhi-110024**

**NOTICE INVITING E-TENDER NIT No.F(CT)13319/3/2018/DTTDC Dated:-30.11.2018**

E-tenders are invited in two bid system for providing of Security & Manpower services at DTTDC's Projects/ Units through Contractor under which contractor shall provide and deployed Personnel as per the requirement of DTTDC to provide Security Services at its sites i.e. Projects sites and Units as per following details:-

<b>Brief Scope of Work</b>	<b>Date of Publication of E-tender</b>	<b>Last date and time of bid submission</b>	<b>Opening date of Technical bids</b>	<b>Amount of Earnest Money to be deposited in form of DD or Bank Guarantee in an acceptable form in favour of DTTDC with a validity of 45 days beyond the bid validity period of 180 days</b>	<b>Estimated Cost (Amount) (Two Years)</b>
Providing Security & Manpower services at DTTDC's Project/Units	30.11.2018 At 2.00 PM	21.12.2018 upto 2.00 pm	21.12.2018 At 2.30 pm	Earnest Money @5% of estimate cost i.e. Rs.1.20 crores. (Rupees one crore twenty lakhs only)	Rs.24.00 crores (Rupees Twenty Four Crores)

Bid validity period = 180 days

**NOTES**

1. The registration of tenderers with Application Services Provider (ASP) of NIC is mandatory. For any assistance regarding e-tendering the intending tenderer may contact at Help Desk, 6<sup>th</sup> Floor, C-Wing, Vikas Bhawan – II (Near Metcalf House), Civil Lines, Delhi – 110 054.
2. Further details may be seen from the website <https://govtprocurement.delhi.gov.in>

**Chief Manager (GAD)**  
Delhi Tourism and Transportation Development Corporation Ltd.  
18 A DDA SCO Complex Defence Colony, New Delhi 110024

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**NOTICE INVITING E-TENDER NO.**

E-tender to provide Security & Manpower services at DTTDC's Projects/Units through contractor under which the Contractor shall provide and deploy personnel as per the requirement of DTTDC to secure / provide services at its sites i.e. Project Sites and Units.

**Key Dates**

<b>S. No.</b>	<b>Department Stage</b>	<b>Tenderer's Stage</b>	<b>Start date and time</b>	<b>Expiry date and time</b>
1.		Downloading of Tender Documents & Bid Preparation	30.11.2018 <u>At 2.00: PM</u>	21.12.2018 At 2.00 PM
2.	Pre Bid Meeting in the office of the CM (GAD) at DTTDC's Head Office at 18 A SCO Complex, Defence Colony, New Delhi 110024		7.12.2018 At 11 .00 am	
3.	Technical Bid Opening	-	21.12.2018 at 2.30 PM	
4.	Financial Bid Opening		Bidder shall keep a track of the same on the e-procurement portal of the Delhi Government, on which the information shall be updated accordingly.	

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**GENERAL INSTRUCTIONS**

1. The tender must be on the prescribed tender form and complete in all respects.
2. The bidders shall upload their technical offer containing documents, qualifying requirements, and all other terms and conditions except the rates (price bid) in Technical template. The bidders shall quote the prices in price bid format in a commercial template.
3. The bidders are strictly advised to follow date and time as indicated in the online Notice Inviting Tenders (NIT). The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders (NIT).
4. The tenders will be opened electronically on the e-procurement portal using DSCs on the date and time prescribed in the notice inviting tenders. In case the date of opening falls on a holiday or a holiday is subsequently declared on that date, the tenders will be opened on next working day following the holiday at the same time.
5. All Tenders/Offer will be regarded as constituting as offer or offers open to acceptance in whole or in part until the last date of validity as prescribed in the Notice Inviting Tenders or as indicated by the tenderer in the tender/offer, whichever is later.
6. In this Tender, the Service Charge shall be quoted by the tenderer for the complete category of manpower to be supplied and which shall be evaluated for complete manpower to be supplied.
7. Tenderer should specifically mention the period of validity of tender/offer. The validity of the quotation should not be less than the period as specified in Notice Inviting Tender/Tender Document.
8. No claims shall be against the Corporation either in respect to interest if any due on the Security Deposit/Earnest Money or its depreciation in value.
9. The Corporation reserves the right to reject to any or all tenders received without assigning any reasons. The Corporation shall not be liable for any liability arising due to such rejection on any account whatsoever.

**The validity of the quotation should not be less than the period as specified in Notice Inviting Tender/Tender documents. The quotation shall be valid for 180 days from the date of opening of the Tenders or till the signing of the agreement with the Successful Bidder whichever is later.**

10. The tenders/quotations should be addressed to the CM (GAD) DTTDC, which shall be opened online on the prescribed date and time indicated in the NIT.
11. Only such a tender shall be considered "Valid Tender" where the tenderer has in accordance with the above regulations remitted the requisite amount of earnest money.
12. Tenders not submitted on prescribed form will be liable to be rejected.
13. The post tender offers or communications received from the suppliers/contractors etc., which effect the quoted, and equivalent rates there by changing the merit position of the tenders shall not be entertained.

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14. The contract will come into existence on the day the Corporation posts acceptance to the supplier offer through post or email. The date of posting the letter/ email will be the date of agreement and the contractual obligation of the service provider will commence from that very date. The supplier will have no right to revoke his offer after the purchaser has posted/ emailed his acceptance in the aforesaid manner.

Signature of Bidder along with Complete Address and Seal of Company as token of acceptance of the above conditions.

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**INSTRUCTIONS TO BIDDERS**

**1. Scope of Bid**

- 1.1 The present tender is being invited for Security & Manpower services at Projects/Sites/Units/Offices of DTTDC for providing services at such locations. The tentative requirements have been specified below, however the Contracting agency shall work in close coordination with the concerned Incharge of the respective Project/Unit, Finance and GAD, DTTDC to ensure efficiency and fulfil operational requirement under the contract.
- 1.2 The detailed scope of work has been described in **Annexure – II** of bidding documents.

**2. Work Schedule**

- 2.1 The successful bidder immediately after award of contract is required to execute and sign contract (**Annexure IX**) within 15 days of Issue of Letter of Award (LOA). In case bidder does not sign the contract within the above-stipulated period, the DTTDC has the right to forfeit the earnest money and consider the next eligible bidder for awarding the work.

**3. Qualifying Requirements for Bidders**

- 3.1 The Bidder can be a Private Limited, Partnership or Proprietorship/ JV /Consortium in commercial operation for more than 3(three)years provided all the members of the concerned Firm/ JV /Consortium are ex-servicemen or ex-paramilitary personnel. The concerned Firm / **agency/** JV /Consortium shall also provide proof of being either Ex-Serviceman or ex-paramilitary personnel.
- 3.2 The Bidder shall be registered and possess a valid license under all the applicable Acts/ Rules including but not limited to the Contract Labour Act, Private Security Agencies (Regulation) Act **2005 and Delhi Private Security Agencies (Regulation) Rules, 2009**
- 3.3 The bidder shall ensure compliance with all the Labours Laws including but not limited to Payment of Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, Workmen Compensation Act 1923, Private Security Agencies (**Regulation) Act 2005 and Rules,2009**, Industrial Disputes Act 1947, Maternity Benefit Act 1961 or any modification thereof or any other law relating thereof and rules made hereunder from time to time in this regard. Payment of minimum wages, notified by the appropriate government, shall be ensured all the time.
- 3.4 The Bidder shall submit copy of valid registration certification issued by the officer of Provident Fund, ESI, GST No. & PAN.
- 3.5 The Bidder shall provide details of the management team to ensure smooth functioning of human resource engaged by him for the purposes of this contract.
- 3.6 A reputed company, firm or agency having experience in providing similar kind of services for at least last three consecutive years and having annual average **turnover of Rs. 7.20 crores.(Rupees seven crores twenty lakhs Only) (30%** of the estimated value of the contract) during the last three financial years in the books of accounts shall be eligible to take part in the bidding process.
- 3.7 The bidder should have the experience of having successfully completed similar work during last 7 years should be either of the following:-
  - a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost i.e. Rs. 9.60 crores or
  - b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost i.e. Rs. 12.00 crores or

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- c. One similar completed work costing not less than the amount equal to 80% of the estimated cost i.e. Rs. 19.20 crores.

Similar Work” shall mean contract for providing Security & Manpower services to PSUs/Government Departments/Autonomous Institutions/Universities/ Public Sector Undertakings of GOI, GNCTD or any other State Government or Public Sector Banks or Local Bodies/Municipalities.

**The agency/ firm should possess a valid license granted by Controlling Authority, Home Department, GNCT of Delhi Private Security Agency Regulation Rules, 2009.**

#### **4. FORM AND FORMAT OF BID**

4.1 The Bidder, to qualify for the award of contract, shall submit the following:-

- 4.1.1 Power of attorney authorizing the signatories to participate in the bid process in case of Partnership/Pvt. Ltd. Companies. Along with copy of Board Resolution wherever necessary. Additionally, in case of partnership firm, the POA shall be signed by all the partners.
- 4.1.2 Bidders shall submit full details of ownership and control describing the ratio of holdings of each member in the firm/company as the case may be.
- 4.1.3 Bidder shall submit a self attested copy of PAN Card by Income Tax Department.
- 4.1.4 All the documents submitted shall be self attested and submitted along with Technical Bid. All the documents should be paged number with index giving all the details with page no. The tenderer should sign and stamp each page of tender document as a token of acceptance of the terms & conditions contained therein and submit the same along with the bid.

Declaration has to be submitted by Bidder to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If the General Administration DTTDC, subsequently finds to the contrary, the DTTDC reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void. 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 India. Such action will result in the rejection of bid, or declaration of contract if already awarded as null and void in addition to other punitive measures including but not limited to blacklisting such bidder for 4 years.

- 4.1.5 Bidder shall submit the details of Contract performed by him of similar nature over last three years and details of work in hand and contractual commitments.
- 4.1.6 Bidder shall submit details of his financial standing i.e. Balance Sheet which will include acknowledgment of filing of return, Audit Report, Profit & Loss Statement.
- 4.1.7 Bidder shall also submit an information regarding all pending litigations/cases against the Bidder, director/partners along with details of parties concerned and nature of dispute.

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4.1.8 Bidder shall submit an express declaration of not being blacklisted as on date of issuance of NIT by any of the Organization. An Affidavit to this effect shall be provided on a non-judicial stamp paper attested by Notary-Public.

**5. ONLY 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 in 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.

**6. COST OF BID**

The bidder shall bear all costs associated with the preparation and submission of his bid and the DTTDC will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

**7. VISIT TO DTTDC**

The bidder is required to provide Security & Manpower services at the sites mentioned in Annexure III to this NIT, it is advised that bidder visits and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to such sites and is aware of the operational conditions prior to the submission of the tender documents.

**8. TENDER DOCUMENTS:-**

**8.1 Contents of Tender Documents.**

**8.1.1** The Tender Invitation Document has been prepared for the purpose of inviting e-tenders for providing Security & Manpower's Services .The Tender document comprises of:

- a) Notice of Invitation of E-Tender.
- b) General Instructions
- c) Instructions to Bidders
- d) Terms and Conditions.
- e) Tender form (Annexure-I)
- f) Scope of Work (Annexure-II)
- g) Details of Manpower required (Annexure-III)
- h) Evaluation criteria for technical Bid (Annexure-IV)
- i) Undertaking (Annexure-V)
- j) Form of Bank Guarantee for Bid Security (Annexure-VI)
- k) Form of Bank Guarantee for Performance Security(Annexure-VII)
- l) Price Bid for Security & Manpower services (Annexure-VII)
- m) Form of Agreement(Annexure-IX)

**8.1.2** The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

**8.1.3** The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

**8.2 CLARIFICATION REGARDING TENDER DOCUMENT**

**8.2.1** A pre bid meeting will be held **on 07.12.2018 at 11.00 am..** in the office of the CM (GAD) at 18 A DDA SCO complex, Defence Colony, New Delhi. In case, the bidder has any doubt about anything contained in the Tender Document, he shall seek clarification in writing



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only in the said meeting. The replies to such clarification, together with all details on which clarification had been sought, will be uploaded on the website <https://govtprocurement.delhi.gov.in> for information to all bidders.

- 8.2.2 Except for any such written clarification by DTTDC, which is expressly stated to be an addendum/ corrigendum to the tender document issued by the Office of Chief Manager, GAD DTTDC, no written or oral communication, presentation or Explanation by any other employee of the DTTDC shall be taken to bind or fetter the DTTDC under the contract.

## **9. PREPARATION OF BIDS**

### **9.1 Language**

Bids and all accompanying documents shall be in English. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

### **9.2 Documents Comprising the Bid**

- 9.2.1 The Bidder shall on or before the date given in the Notice Invitation to Tender submit his bid online on the website <https://govtprocurement.delhi.gov.in>.
- 9.2.2 Bidder shall submit all documents and copies of proofs as mandated and required under various conditions of the NIT.
- 9.2.3 Additionally, Bidder as a token of his acceptance to the terms, condition and procedure adopted for selection of Bidder shall submit one copy of the Tender document and Addenda/ corrigendum if any, thereto with each page signed and stamped to acknowledge the acceptance of the same.
- 9.2.4 **The Bidder shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. 1.20 crores in the form of an Account Payee DD, or Bank Guarantee from a Nationalised Bank / Scheduled Commercial Bank as per RBI in an acceptable form in favour of DTTDC along with the Tender document. No EMD from other than Nationalised Bank/ / Scheduled Commercial Bank as per RBI will be accepted. **NO EMD EXEMPTION CERTIFICATE ISSUED BY ANY AUTHORITY IS ALLOWED.** The Bid Security will remain valid for a period of 45 days beyond the final bid validity period. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. No Interest will be paid on such return of EMD.**
- 9.2.5 **The EMD along with a set of documents of Technical Bid as uploaded by Bidder on eprocurement portal has to be submitted physically before the last date and time for submission of tender in the Office of Chief Manager (GAD) at the address given in the Tender document failing which the bid will be rejected summarily.**

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**10. BID PRICES**

- 10.1 Bidder shall quote the price in the prescribed bid form (Annexure VIII). Price quoted shall be reasonable in the judgment of the employer. Under no circumstances, will a manifestly unbalanced bid be considered.
- 10.2 The bidder shall complete the bid form and appropriate price and other schedules furnished in the bidding documents, indicating the services to be provided.
- 10.3 The rates and prices quoted by the Bidder shall be exclusive of GST.
- 10.4 The rate quoted shall be responsive and the same should be inclusive of all statutory obligations such as Minimum Wages, ESI, and PF contributions, wages for leave reserve, service charges etc. The offers of those prospective bidders, which do not meet the statutory requirements, are liable to be rejected.
- 10.5 Conditional bids/offers will be summarily rejected.

**11. Form of Bid**

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprise a partnership firm, consortium or a joint venture, a duly authorized representative of each member of participant thereof shall sign the Form of Bid. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

11.1 Failure to comply with any clauses of the contract will result in blacklisting the Contractor/concerned Firm/JV /Consortium for a period of 4 years in addition to termination as per clause 11.2.

11.2 DTTDC may at any time terminate the contract for non-fulfillment of conditions of the contract, or for failure to perform the work or for any reasons by giving seven days notice to the contractor prior to such termination.

**12. DURATION OF CONTRACT:-**

The contract shall be valid initially for **Two Years** and the DTTDC reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to, but not beyond further one year.

**13. BID SECURITY:-**

13.1 The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. 1.20 crores in the form of an Account Payee DD or **Bank Guarantee from a Nationalised Bank / Scheduled Commercial Bank as per RBI** in an acceptable form in favour of DTTDC along with the Tender document. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period. **The EMD has to be submitted Physically before the last date and time for submission of tender.** Any Tender not accompanied by Bid Security shall be rejected.

13.2 Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. No Interest will be paid on such return of EMD.

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- 13.3 Bid security of the successful bidder shall be returned without Interest on receipt of Performance Security @ 5% of Total Contract Value in the DTTDC and after signing the contract agreement.
- 13.4 Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.
- 13.5 Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the DTTDC.

**14. FORMAT AND SIGNING OF BID:-**

- 1) The bidder shall submit one copy of the Tender document and addenda/ corrigendum if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder
- 2) In e-procurement system the Digital Signature shall be treated as the signature of authorized representative of the firm.
- 3) The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the DTTDC, or are necessary to correct errors made by the bidder, in which case such corrections shall be initiated/signed and dated by the person or persons signing the bid.

**15. SUBMISSION OF BIDS:-**

- 15.1 The bidder shall submit the Pre-qualification Bid/Technical Bid and financial bid online.
- 15.2. The Pre-qualification Bid/technical Bid should consist of scanned copies of the following documents online with Original Copies of the same being submitted physically before the last date and time for submission of the tender.
  - 15.2.1 **Bid Security (Earnest Money Deposit) for an amount of Rs.1.20 crores in the form of an Account Payee DD, or Bank Guarantee from a Nationalised Bank / / Scheduled Commercial Bank as per RBI in an acceptable form in favour of DTTDC.**
  - 15.2.2 Self attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;
  - 15.2.3 Self attested copy of PAN No. card under Income Tax Act;
  - 15.2.4 Self attested copy of GST Number;
  - 15.2.5 Self attested copy of Valid Registration No. of the Agency/Firm;
  - 15.2.6 Self attested copy of valid Provident Fund Registration Number;
  - 15.2.7 Self attested copy of valid ESI Registration Number;
  - 15.2.8 Self attested copy of valid Licence and Number under Contract Labour Act and under any other Acts/Rules;
  - 15.2.9 Proof of valid DGR sponsorship or proof of being run by Ex-serviceman/ex-Para-Military personnel.

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- 15.2.10 Proof of Average Annual turnover as stated in Clause 3.4 supported by audited Balance Sheet;
- 15.2.11 Proof of experience supported by documents from the concerned organizations;
- 15.2.12 Duly filled and signed all Annexure (except Annexure – VIII) of the tender document.
- 15.3 The Price Bid should be submitted online in Annexure-VIII
- 15.4 The tender shall remain valid and open for acceptance for a period of 180 days from the last date of submission of tender. Address for communication will be as follows

**Chief Manager GAD), Delhi Tourism & Tpt. Dev. Corp. Ltd.  
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**16 LATE AND DELAYED TENDERS:-**

**16.1.** Bids must be received in the DTTDC at the address specified above not later than the date and time stipulated in the NIT. The DTTDC may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the DTTDC and the Bidder will be the same.

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

**17 BID OPENING AND EVALUATION:-**

17.1 The authorized representatives of the DTTDC will open the Pre-qualification/Technical Bids online in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.

17.2 The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.

17.3 Conditional bids will also be summarily rejected.

17.4 Subsequently, the selected technical bids will be evaluated as per the methodology given in the Annexure-IV of the Tender document.

17.5 Financial bids of only the technically qualified bidders will be opened online for evaluation in the presence of qualified bidders.

**18. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:-**

**18.1.** DTTDC, is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

**18.2.** DTTDC, may terminate the contract if it is found that the contractor is black listed on previous occasions by the any of the DTTDCs/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

**18.3.** DTTDC, may terminate the contract in the event the successful bidder fails to furnish the Performance Security for providing Security & Manpower services or fails to execute the agreement.

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**19. AWARD OF CONTRACT**

**19.1** DTTDC, 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 the terms and conditions incorporated in the bidding document.

**19.2** DTTDC, will communicate the successful bidder by facsimile confirmed by letter transmitted by Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Award") shall prescribe the amount which the DTTDC will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.

**19.3** The successful bidder will be required to execute an agreement in the form specified in Annexure-IX within a period of 30 days from the date of issue of Letter of Offer /Award.

**19.4** The successful bidder shall be required to furnish a Performance Security for Security & Manpower services within 15 days of receipt of 'Letter of Award' for an amount equivalent of 5% of Total Contract Value in the form of an Account Payee DD or Bank Guarantee from a Nationalised Bank / / Scheduled Commercial Bank as per RBI in an acceptable form (Annexure-VII) in favour of DTTDC. The Performance Security shall remain valid for a period of 06 Months beyond the date of completion of all contractual obligations. In case the contract period is extended further, the contractor shall also extend the validity of Performance Security for Security & Manpower services accordingly.

**19.5** Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.

**TERMS AND CONDITIONS OF THE CONTRACT**

**1. Obligations of the Contractor**

1. The Contractor shall, in accordance with the contract with due care and diligence, supply the human resource and other prescribed material in accordance with the requirement of DTTDC.
2. The Contractor shall be deemed to have carefully examined the bidding documents, the site and the existing installations, as applicable, and to have satisfied himself as to the nature and character of the work on which human resource to be deployed, the prevailing meteorological conditions as well as the local uses and conditions and any other relevant matters and details.
3. Any information received from DTTDC shall not in any way relieve the contractor from his responsibility for executing his works in terms of the Contract including all details, which may not have been specifically mentioned in the contract but are necessary for ensuring efficient execution of the work under the Contract.
4. On requisition from DTTDC, the service provider will submit the list of workers engaged by Contractor and deployed on various sites/locations of DTTDC. The information shall be provided in excel format submitted both electronically and physically, which shall include details of Workmen, bank account details, EPF No and ESI No. and any further details as DTTDC may require. Please note it is necessary for contractor within 15 days from receiving Letter of Award to provide such details as stipulated above, along with copy of appointment letter of the worker, which was/is issued to workmen of Contractor, along with a recent passport size photo of the workmen.
5. The Contractor shall be ensuring compliance with all regulations under Contract Labor Act and other labor laws including but not limited to Labour Laws/ Act/ Rules like Minimum Wages, Provident Funds, ESI, Delhi Shops and Establishment Act, **Payment of Bonus Act,**

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**the Gratuity Act**, Contract Labour Act, Delhi Works Contract Act and other Labour Laws/ Acts/ Rules in force from time to time at its own cost. The Corporation shall bear no liability towards violation of any statutory provisions under Labour Laws and/or any other laws applicable. Contractor shall submit a monthly dossier with regard to compliance of all statutory along with documentary evidences of such compliances, in a hard bound cover.

6. The contractor shall keep DTTDC indemnified against any liability arising out of deployment of such human resources for any reasons, whatsoever.
7. The Security & Others personnel provided shall all times be the employees of the Contractor and the contractor shall be liable to pay all statutory liabilities including but not limited To ESI, PF, Workmen' Compensation Act, etc .The personnel so deployed shall at no point represent themselves as the employees of DTTDC.
8. **As per the provisions of the Bonus Act 1965 (as amended from time to time), the liability of payment of bonus to the contractual workers will be solely of the Contractor. DTTDC, in any case, shall not be liable to pay Bonus, even in case of any default by the Contractor. The Contractor will also submit the documentary proof/evidence of payment of Bonus to the contractual staff as per the provisions of the Bonus Act, as and when demanded by the DTTDC.**
9. The contractor agrees and undertakes to indemnify DTTDC harmless from and against all claims, damages, losses and expenses raised by any third party arising out of, or resulting from failure of Contractor to comply with various labour laws including but not limited to Payment of Bonus Act, The Gratuity Act, EPF Act, Minimum Wages Act. etc at all times. In no event shall DTTDC be held liable for any liability arising due to acts or omissions or non-compliance of statutory provisions by the Contractor or its agent or representatives.
10. The antecedents of staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the DTTDC and DTTDC shall ensure that the contractor complies with the provisions.
11. The Contractor will maintain a register on which day to day deployment of personnel will be entered. The Contractor shall maintain a proper attendance register which shall clearly stipulate the check in and checkout timings of the personnel and other details as may be communicated by DTTDC from time to time. The attendance record shall be submitted along with invoices/ bills every month. This will be countersigned by the authorized official of the DTTDC. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to give an undertaking, duly countersigned by the concerned official of the DTTDC, regarding payment of wages as per rules and laws in force, before receiving the second payment onwards.
12. The shifting of the manpower deployed by the Contractor will be done after taking valid permission from DTTDC.
13. All liabilities arising out of accident or death of the personnel or caused due to the personnel while on duty or otherwise shall be borne by the contractor.
14. Adequate supervision will be provided to ensure correct performance of the said Security and others Services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the. Contractor deployed, the supervisory staff will move in their areas of responsibility.

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15. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the DTTDC and shall not knowingly lend to any person or company any of the effects of the DTTDC under its control.
16. The Security & Manpower services staff shall not accept any gratitude or reward in any shape.
17. The contractor shall have his own Establishment/set up/mechanism/Training institute to provide training aids or should have tied up with a training institute, with 2-3 Ex-Servicemen/Ex-Para Military Forces/Ex-Police for training purpose at his own cost to ensure proper and satisfactory performance of his liabilities and responsibilities under the contract.
18. Under the terms of their employment agreement with the Contractor the Security & Manpower services staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
19. That in the event of any loss occasioned to the DTTDC, as a result of any lapse on the part of the contractor or deployed personal which will be established after an enquiry conducted by the DTTDC, and such loss will be claimed from the contractor. The decision of the MD& CEO, DTTDC will be final and binding on the Contractor.
20. The contractor shall do and perform all such Security and Other Services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the DTTDC may issue from time to time and which have been mutually agreed upon between the two parties.
21. The DTTDC shall have the right, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor shall have the right to change the staff with prior intimation to the DTTDC.
22. The contractor shall be responsible to maintain all property and equipment of the DTTDC entrusted to it.
23. The contractor will not be held responsible for the damages/sabotage caused to the property of the DTTDC due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.
24. The contractor will deploy supervisors as per the need given by the DTTDC. The supervisor shall be required to work as per the instructions of DTTDC.
25. The personnel engaged should be extremely courteous with very pleasant mannerism in dealing with the Staff/guests/ Visitors etc. and should project an image of utmost discipline. The DTTDC shall have right to have any person moved in case of complaints or as decided by representative of the DTTDC if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases with immediate effect. DTTDC shall not be bound by notice period if any required to be given to the personnel so removed the same shall be dealt by the Contractor on its own without any liability to DTTDC. Contractor shall upon request of DTTDC to remove the personnel for any reason whatsoever shall immediately remove the said personnel and immediately provide a replacement.
26. The eight hours shift generally will be from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs. But the timings of the shift are changeable and shall be fixed by the DTTDC from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the DTTDC for double duty, if any.

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27. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, ESI and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the DTTDC.
28. The payment would be made at the end of every month through ECS/RTGS/Cheque of undisputed invoice based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the DTTDC and the contractor /his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the DTTDC.
29. The Performance Security which shall remain valid for a period of 06 months after completion of the contract and same will be returned only after satisfactory completion of the contract without interest.
30. That, the security and other manpower engaged by the contractor shall not take part in any staff union and associations activities.
31. Any damage or loss caused by contractor's persons to the DTTDC in whatever from would be recovered from the contractor. That, the Security and Other Staff and other manpower engaged by the contractor shall not take part in any staff union and associations activities. The contractor shall also provide pay slip to each of the employee every month.
32. The DTTDC will give basic training/familiarization of the Security Services required to be done by the personnel to be deployed by the contractor under the contract for 2 to 3 days and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.
33. In case any of contractor's personnel(s) deployed under the contract staff is (are) absent, a penalty equal to double the wages of number of staff absent on that particular day shall be levied by the DTTDC and the same shall be deducted from the contractor's bills.
34. In case any of contractor's personnel deployed under the contract fails to report on time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty to the extent of **Rs. 1000/- or more** will be imposed.
35. Save as otherwise provided under this document, DTTDC shall be entitled to imposed a penalty to the extent of Rs.1000/- or more in the event of breach, violation, contravention or any of the Terms & Conditions in Agreement. The decision of DTTDC, in this regard shall be final and binding upon the Contractor. Some of the instances in which penalty would be imposed is enumerated below; these are not exhaustive but illustrative and penalty may be imposed on any violation/breach or contravention of any of the terms & conditions as well as assigned duties and responsibilities:-
  - I) If the personnel are not found in proper uniform, and not displaying photo identity card.
  - II) If the personnel found indulging in smoking/drinking alcohol /drugs while on duty.
  - III) If the personnel found sleeping on duty.
  - IV) If the behavior of personnel found harsh/ rude/ indiscipline.
  - V) If any personnel found performing the duty by submitting a fake name and address.



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- VI) If any personnel found on duty other than those mentioned in the approved list supplied by the Contractor to DTTDC.

The penalty imposed shall be deducted from the bills of the Contractor. The said personnel shall be immediately removed for the purposes of executing the work under this agreement.

36. In case any public complaint is received attributable to misconduct/ misbehaviour of contractor's personnel, a penalty of Rs.1000/- or more for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the DTTDC system immediately.
37. In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, DTTDC reserves the right to impose the penalty as detailed below:-
- (a) 20% of cost of order/agreement per week, upto four weeks delays or 20% of cost of all personnel per week upto four weeks from the date the Contractor is informed about unsatisfactory performance. After four weeks, DTTDC reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably from other contractor(s) and from open market or with other agencies. The difference if any will be recovered from the defaulter contractor and also shall be black listed for a period of 4 years from participating in such type of tender and his earnest money/security deposit/ performance guarantee may also be forfeited, if so warranted.
38. The contractor shall ensure that its personnel shall not at any time, without the consent of the DTTDC in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the DTTDC and shall not disclose any information about the affairs of DTTDC. This clause does not apply to the information, which becomes public knowledge.
39. Any liability arising out of any litigation (including those in consumer courts) due to any act or omissions of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
40. The contractor shall deploy his personnel only after obtaining the DTTDC approval duly submitting curriculum vitae (CV) of these personnel, the DTTDC shall be informed at least one week in advance and contractor shall be required to obtain the DTTDC's approval for all such changes along with their CVs.
41. The personnel will have to report to the DTTDC's Projects/Units at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the DTTDC.
42. The Contractor shall carry out background verification of all the personnel deployed by the Contractor for the execution of the contract. Background verification shall include but not limited to education qualification, prior employment verification, personal and professional reference, criminal verification, educational verification etc. Contractor shall maintain a proper background verification report and shall provide the same to DTTDC as and when requested by DTTDC.
43. The Contractor shall be vicariously liable for all acts and obligations of its personnel's deployed for the execution of the contract.
44. The Contractor shall be solely responsible for the redressal of grievances if any of its staff /

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personnel deployed under this Agreement. DTTDC shall, in no way, be responsible for settlement of such issues whatsoever.

45. The Contractor shall also provide payslip to each of the employee every month.
46. **As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Giving particulars of the employees engaged for the DTTDC's works, is required to be submitted to the DTTDC. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time DTTDC is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the DTTDC.**
47. **All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Department.**
48. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the DTTDC may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the DTTDC from the contractor.
49. If any money shall , as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the DTTDC, such money shall be deemed to be payable by the contractor to the DTTDC within seven days. The DTTDC shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
50. The DTTDC shall not be responsible for providing residential accommodation to any of the employee of the contractor.
51. The DTTDC shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The DTTDC does not recognize any employee employer relationship with any of the workers of the contractor.
52. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the DTTDC from the agency.
53. If any underpayment is discovered, the amount shall be duly paid to the agency by the DTTDC.
54. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by the DTTDC etc. The Contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every 3 months.
55. The contractor shall disburse the wages to its staff deployed in the DTTDC every month through ECS or by Cheque in the presence of representative of the DTTDC.
56. The contractor should have round the clock control room service in Delhi along with quick response teams to deal with emergent situations.
57. The principal employer shall be at liberty to get verified the authenticity of training

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certificate submitted by the agency/ firm in respect of each guard/ supervisor.

2. The Contractor shall have to execute a contract agreement with DTTDC on a prescribed Performa (**Annexure IX**) on Non Judicial Stamp Paper of Rs 100/- with the Chief Manager, GAD or any other officer nominated by Managing Director, DTTDC, within 15 days of receipt of Letter of Award and fulfillment of condition precedent to the contract.
3. The Contractor shall furnish contract performance guarantee(s) in form of Demand Draft/Bank Guarantee for the proper fulfillment of the contract in the prescribed form with 15 days of "Notice of award of Contract" in the manner and format prescribed in Annexure VII.

**4. Terms of Payment:-**

Subject to the deductions as specified in the agreement / Tender the payment to the Contractor for the performance of works under the contract will be made by DTTDC as per the conditions and guidelines specified herein:-

- I) The Contractor will ensure that wages, allowances and other dues of staff deployed by him are paid in time as per the service agreement with them and he will provide evidence of payment of dues of staff deployed in relation to this contract in the following manner.
  - a) The Contractor shall submit monthly payroll on the prescribed format on or before 3rd of every month to the concerned Unit for verification and submission to the Accounts Division by 7th of that month for reimbursement of payment, along with prescribed documents mentioned thereon.
  - b) The details of each and every employee in the following prescribed format will be submitted along with the prescribed documents.

S.No.	Name of the worker	Amount of wages	Bank Account No./ NEFT Code/ Name of the Bank & Branch	ESI No.	EPF No.	ESI Contribution	EPF Contribution	Proof of submission of challan Number Transaction Number and Receipt

- i. Copy of the monthly bank statement of the contractor indicating that the payment of wages have been made to each and every worker deployed by the agency in DTTDC's projects and Units along with the proof /evidence of deposition of EPF, ESI and other statutory dues such as GST etc..
- ii. Copy of the monthly Bank passbook of each and every employee indicating that the wages have been credited in their respective Bank Accounts.
- iii. Copy of the monthly EPF statement of each and every employee indicating that the EPF payment has been credited in their respective EPF Accounts.
- iv. Copy of the ESI Card issued to each and every worker deployed at DTTDC, clearly indicating the validity of the card.
- v. The contractor shall separately deposit the contribution of EPF and ESI as claimed by him in the monthly bills submitted to DTTDC, and shall submit the proof (Challan No., Transaction No. and Receipt) of such payment along with the details of each and every worker.
- c) The Contractor shall also submit a certificate of attendance/absentee statement in respect of each and every manpower deployed by him along with the monthly bill in following format.  
*"This is certified that Shri/Ms..... (Name of the manpower deployed), deployed as ..... (Designation) through M/s..... (name of the Contractor/Agency), has performed his/her duty from ..... to ..... (dates) (... number of days during which the manpower worked) at ..... (name of the project / unit/ division) of Delhi Tourism & Transportation Development*

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*Corporation Ltd (DTTDC). It is also certified that Shri/Ms.... (name of the manpower deployed) has availed .... number of weekly off on ....., ....., ....., ....., and .....(dates of weekly off, during the period.”*

*Signature of the Manpower  
PF No., ESI no. Address*

*Signature of the authorised person from the agency*

*Signature of the Authorised Officer from DTTDC/ Project/Unit Incharge.”*

- d) In case of deployment of any manpower on the days of weekly off, the Contractor will seek separate approval from the competent authority through concerned Project Incharge/Unit Incharge before formally deploying the staff on weekly off days. A Certificate of Attendance/ Absentee statement in respect of manpower so deployed on weekly off will also be submitted by the Contractor separately in the following format.

*“This is certified that Shri/Ms..... (Name of the manpower deployed), deployed as ..... (Designation) through M/s..... (name of the Contractor/Agency), has performed his/her duty on ....., ....., ....., ....., and ..... (dates) (... number of days during which the manpower worked) at ..... (name of the project / unit/ division) of Delhi Tourism & Transportation Development Corporation Ltd (DTTDC) against the weekly off of Shri.....,(name of the manpower who was given weekly off).*

*Signature of the Manpower  
PF No., ESI no. Address*

*Signature of the authorised person from the agency*

*Signature of the Authorised Officer from DTTDC/ Project/Unit Incharge.”*

- e) The payment of wages and other statutory benefits to workers shall be made by Contractor.
- f) The Contractor shall mandatorily open the account of all the workers in one bank where payment can be remitted by him to stake holders and to the obligatory contribution of ESI, PF, GST and other statutory fund in the name of concerned Security and Others personnel.
- g) The Contractor must every month file a certificate certifying the following:-
1. Wages of workers were credited to their bank accounts on \_\_\_\_\_ (date).
  2. ESI Contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on \_\_\_\_\_ (date) (Copy of the challan enclosed).
  3. EPF contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on \_\_\_\_\_ (date) (Copy of the challan enclosed).
  4. He is complying with all statutory labour Laws including Minimum Wage Act.
- h) The Bills/Certificate will be submitted by the Contractor for payment after proper verification and certification by the concerned Unit/Project Incharge/Divisional Head certifying that the Contractor has paid all statutory dues relating to previous month after verification of paid challan and payment receipts and individual passbook downloaded from EPFO and ESIC website and wage are paid through RTGS into respective saving bank account of employees and then will recommend release of payment to Finance Division of DTTDC. The Contractor is to comply with the payment of wages and deposition of statutory dues including taxes with appropriate authority within prescribed timeline. In case of any default, the contractor shall be liable to pay a penalty as is mentioned in the conditions of the tender and DTTDC shall in its discretion terminate the agreement.
- i) The Contractor will have to submit the proof of having deposited the amount of ESI & EPF contributions towards the employees deployed at DTTDC units/projects. In case the contractor fails to submit proof of EPF/ESIC submission, a portion of the bill amount towards ESI & EPF contribution will be withheld till submission of proof, at the discretion of the department. The Contractor shall be solely responsible for any violation of provisions of the labour laws or any other statutory provisions and shall further keep the DTTDC indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of any statutory provisions including but not limited to EPF & ESI.

It is clarified that failure to submit proofs within the specified time lines and/or as may be demanded by DTTDC, shall constitute material breach and the same shall result in termination of the agreement and DTTDC may further blacklist the Contractor. The proof should include all payments required to be made under the

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labour law legislation including bonus from time to time.

**5. Deductions from Contract Price**

DTTDC shall be entitled to deduct all costs, damage or expenses which DTTDC may have paid or which have accrued, for which under the contract the Contractor is liable. All such claims shall be billed by DTTDC to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified voucher or explanations, to enable the Contractor to pay within 45 days of the receipt of the corresponding bills and if not paid by the Contractor within the said period, DTTDC may then deduct the amount, from any monies due or coming due by him to DTTDC under the contract or may be covered by actions of law or otherwise.

**6 Safety Precautions**

The Contractor shall ensure that persons deployed by him observe all applicable regulations regarding safety on site.

**7. Compliance with Statutes and Regulations**

- a. The Contractor shall in all matters arising in the performance of the contract comply in all respects with, give all notices and pay all fees required by the provisions of any national or state statute, ordinance or other law or any regulations or by law of any duly constituted authority.
- b. The Contract shall in all respects be construed and interpreted in accordance with the laws in force in India, including any such laws passed or made or coming into force during the period of contract.
- c. The Contractor shall keep proper record and time sheets showing wages paid to and the time worked by all workmen employed by him in and for the performance of the contract and shall produce such wages books and time sheets on demand for inspection by any persons duly authorized by DTTDC and shall furnish to DTTDC such information relating to wages and conditions of employment of such security personnel as the DTTDC may from time to time require.
- d. The Contractor will abide by all the conditions regarding policy for engaging /outsourcing of services as laid down by DTTDC and GNCTD. No outsourcing / sub contracting shall take place without prior written consent of DTTDC.

**8. Restriction on working hours of Security & Manpower Personnel to be engaged**

- a) The Contractor shall strictly ensure that no shift of any Security & Manpower Personnel extend beyond eight hours.
- b) The Contractor Shall deploy workers with the experience of the particular type or work. No female labour shall be deployed after dark.
- c) The contractor shall not employ any person below the age of 18 yrs and above the age of 55 yrs. Manpower so engaged shall be trained for providing Security Services and fire fighting servicing before joining. In addition DTTDC shall also arranged training in batches by Civil Defence and Fire Service for deployed Manpowers at the cost of Contractor, if required. During this training contractor shall have to arrange for substitute for the staff undergoing training
- d) In case DTTDC becomes liable to pay any wage or dues to the labor or any Government agency under any provisions of the Minimum Wages Act/D.C. Rate, Workmen Compensation Act or any other law due to act of Omission of Contractor, DTTDC may make such payments and recover the same from the Contractors bills.
- e) The contracting agency shall employ at least 33% manpower from the category of Ex-Servicemen not above the age of 55 years. The contractor shall provide proof of Ex-Servicemen and DTTDC shall get it verified on its own. Security staff other than ex-servicemen shall be minimum 10th pass and training minimum of five days duration for providing security and fire fighting services.
- f) The contractor shall get staff and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. The DTTDC will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.

**9. Damages**

The Contractor shall make good the defects or damage as soon as practicable and at his own cost to match the original specification to the satisfaction of DTTDC in case any loss is caused to DTTDC. In case of any loss to property of DTTDC takes place, the liability to compensate for the loss shall be of Contractor. The Contractor shall ensure the contract staff found responsible for loss in withdrawn

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immediately and suitable replacement is provided. It is made clear that on three such events of negligence the contract could be terminated by DTTDC and Performance Security / guarantee forfeited. The Contractor shall also be blacklisted for a period of 4 years , if Contract is terminated under this clause.

**10. Indemnity Bond**

The contractor shall indemnify and hold the DTTDC harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor. The Contractor before the commencement of the Contract shall furnish indemnity Bond in this regard. The Contractor agrees and undertakes to indemnify DTTDC its directors, officers, employees, agents and representatives or any third party against any claim which have arisen or may arise due to (i) acts or omissions of the personnels of the Contractor; (ii) due to breach of this agreement (iii) any liabilities, claims, demands and damages arising out of or caused by the non-compliance of Contractor with any applicable law (iv) Any claim raised by the personnel deployed by the Contractor for non-payment of his / her salary or any other amounts that may be due to the personnel so deployed for providing services to under any agreement (v) any demand or liability arising on DTTDC under any legislation that is applicable on Contract that arises out of this Agreement, more specifically for Provident Fund, Employee State Insurance and Workmen Compensation due to any reasons whatsoever (vi) any losses and expenses suffered by DTTDC due to negligence on the part of the personnels deployed for the execution of this agreement. (vii) any liabilities, claims, demands and damages arising out of or caused by the non-compliance of Contractor with any applicable laws.

**11. Termination for DTTDC's Convenience**

DTTDC may at any time terminate the Contract for any reason by giving the Contractor a 30 days notice of termination.

**12. Force Majeure**

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

**13. Services of Notice**

Either party may effect service of notice, communication by Regd AD or Hand Service or Email only, DTTDC for all purposes shall be deemed to have been served only, if Communication is send by Contractor to principal office of DTTDC at 18 A DDA SCO Complex, Defence Colony, New Delhi 110024.

**14. Notice of Default & Termination**

- a) If the Contractor is found not executing the works in accordance with the contract or is neglecting to perform his obligations under the contract or any law being in force, DTTDC may give notice to Contractor requiring him to make good such failure or neglect with in 15 days from service of notice of default.
- b) Upon non-resolution of defaults as highlighted in Notice of Default by Contractor, DTTDC shall be at liberty to terminate the contract and outsource the works under contract to any third parties.
- c) DTTDC upon such termination shall be entitled to encash the performance Security of Security & Manpower services and also blacklist the contract/debar the contractor from future contracts with DTTDC. DTTDC in addition to any other remedy available under law or this Agreement, shall be

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entitled to recover from Contractor the amount spent in getting the work executed by the subsequent contractor / third party and the differential amount paid to the subsequent contractor.

**15. Statutory and Other Regulations**

The Contract price shall be adjusted to take account of any increase or decrease in cost resulting from changes in legislation of the Country. Legislation means any law, order, regulation or bye law having the force of law, which affects the Contractor in the performance of his obligations under the contract, made after the date of notification of award and its acceptances. For instance, any increase in wages of the personnel deployed by the Contractor by virtue of operation of law, shall be communicated to DTTDC and necessary adjustments shall be made in the contract price as per mutual understanding between the parties.

**16. Contract Period**

The contract period is Twenty Four months from the date of the commencement (as mentioned in Notice to Proceed). "NOTICE TO PROCEED" means the notice issued by the DTTDC to the contractor communicating the date on which the work/services under the contract are to be commenced.

34. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to DTTDC for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the DTTDC.

**17. No Subcontracting**

The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner without prior written consent of DTTDC, which consent shall not be withheld unreasonably.

**18. Taxation**

- a) The Contractor shall be entirely responsible for payment of all taxes, duties, license fees etc. incurred until delivery or the contract supplied by the Employer.
- b) The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the DTTDC fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which .
- c) The Contractor shall be solely responsible for the taxes that may be levied on the Contractor's personnel or on earning of any of his engaged worker and shall hold DTTDC indemnified and harmless against any claims that may be made against DTTDC either by the relevant authorities or the deployed personnel. DTTDC doesn't take any responsibility whatsoever regarding taxes under Income Tax Act, for the Contractor or his personnel, if is obligatory under the provisions of the Indian Income Tax Act, deduction of Income Tax at source shall be made by the Contractor.

**19. Quantity Variation**

DTTDC reserves the right to increase or decrease the manpower requirement as per need.

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20. The contractor shall share user ID and Password with the Concerned Accounts officer of DTTDC Projects/Units for monitoring of EPF/ESI of each personnel.
21. The contractor shall submit computer generated EPF Challan along with ECR report and proof of deposition of the same in Bank to DTTDC every month.
22. The contractor shall submit computer generated Challan of ESI along with all details of contribution with the monthly bill. Thereafter, the contractor will submit the receipt of ESI deposition in the Bank to DTTDC on monthly basis.
23. The contractor shall provide a list of each personnel stating their Bank Account, ESI/EPF etc. to the DTTDC at the time of signing the contract. The aforesaid list shall be updated from time to time in the event of change of any personnel for any reasons whatsoever.

**24. Jurisdiction of the Court**

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties. For the purposes of jurisdiction address of DTTDC shall be that of its principal office i.e. DTTDC 18 A DDA SCO Complex, Defence Colony, New Delhi 110024.

**25. Dispute Resolution**

Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter shall be referred to the sole arbitrator appointed by **MD &CEO, DTTDC**.

The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

**26. Interpretation of Clauses in the Tender document/ contract document**

**In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document, MD&CEO, DTTDC interpretation of the clauses shall be final and binding on all parties.**



**Tender Form**

Affix duly Attested P.P. Size recent photograph
--

1. Names, address of firm / Agency and Telephone numbers:-
2. Registration No. of the Firm / Agency:-
3. Name , Designation, Address and Telephone no. of Authorized person of Firm/ Agency to deal with :-
4. Please specify as to whether Tenderer is Sole proprietor / Partnership firm/JV/Consortium/private Ltd. etc.
5. Name and Address and Telephone No. Of Directors/ partners should be specified.:
6. Copy of PAN card issued by Income Tax Deptt. and Copy of last three Financial Year's Income Tax Returns
7. Provident Fund account No.
8. GST No.:
9. ESI Number:
10. Licence number under Contract Labour (R&A) Act.1970 as amended from time to time.
11. Details of Bid Security deposited
  - a. Amount
  - b. DD no. or Bank Guarantee in Favour of:
12. Date of Issue :
13. Name of issuing authority:
14. Proof that firm has its registered office at Delhi:
15. Any other information :-
16. Declaration by the bidder:-

**This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself /ourselves abide by them.**

**Please attach all supporting documents, duly self attested and stamped in respect of the above mentioned information. These documents will be uploaded online .**

(Signature of the bidder)  
Name and Address (with seal)

**SCOPE OF WORK OF THE CONTRACTOR**

The contractor shall have to provide the security services at DTTDC Projects/ Units. The estimated cost of tender is **Rs. 24,00,00,000./-** (Rs.twenty four crores only) ( Two Years Only)

The contractor shall ensure protection of the personnel & property of the DTTDC, prevent trespass in the assigned area with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle into the campus of the DTTDC building.

**DUTIES AND RESPONSIBILITY OF SECURITY STAFF:**

1. The Security Supervisor will be responsible for overall security arrangement of the concerned DTTDC Projects/ Units. Covered in the contract.
2. Security Supervisor will ensure that all the instructions of the DTTDC are strictly followed and there is no lapse of any kind.
3. No outsiders are allowed to enter in the building without proper Gate Pass issued by the Authorized Officer of the concerned DTTDC Projects/ Units.
4. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
5. The officers and staff of the DTTDC will keep the Identity cards with them got checking and allowing entry by the security personnel.
6. Deployment of Guards/Gunmen/Security Supervisors will be as per the instructions of the authorities of the DTTDC and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.
7. Security personnel deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced.
8. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the DTTDC.
9. Security personnel shall also ensure door keeping duties.
10. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the DTTDC Projects/ Units..

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11. Entry of the street-dogs and stray cattle's into the premises is to be prevented. It should be at once driven out.
12. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. Installed in the open all over the premises.
13. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle's.
14. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.
15. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the DTTDC. Guards/Supervisors should be sensitized for their role in such situations.
16. The Security Supervisor/Guards are required to display mature behaviour, especially towards female staff and female visitors.
17. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
18. Any other provisions as advised by the DTTDC may be incorporated in the agreement. The same shall also be binding on the contractor.

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**ANNEXURE-III**

**DETAILS OF MAN POWER REQUIRED AT DTTDC'S VARIOUS PROJECTS/UNITS**

S.No	Name of Project	Manpower Required							
		Helper	S.Gaurd	Gunman	Supervisor	Drivers	CCTV Operator	DEO	Others
1.	DILLI Haat INA	4	26	2	3	0	3	0	2- Ticket Window Clerk
2.	Abdul Kalam Memorial	1	6	0	0	0	0	0	
3.	Dilli Haat PP	3	24	0	2	0	0	0	
4.	Dilli Haat Janak Puri	2	24		2				01- Electrician
5.	GFS	0	24	0	0	0	1	0	
6.	GTB memorial	1	18	0	1	0	0		02- Ticket Window Clerk
7.	DTTDC H.Q.	9	6	0	0	2	0	1	01-Dispatch rider 02-Dispatch Clerk 01-Lift Operator 01- PhotoCopy Operator 12- Management Trainee
8.	Vikas Bhawan II	1	0	0	0	0	0	0	
9.	Delhi Sachivalya	2	0	0	0	0	0	0	
10.	Panjabi Bagh Store Room	1	0	0	0	0	0	0	
11.	Coffee Home JP	0	1	0	0	0	0	0	
12.	Coffee Home I.P. Exten.	0	1	0	0	0	0	0	
13.	Qutub Complex	0	3	0	0	0	0	0	
14.	CBD Karkardooma	0	1	0	0	0	0	0	
15.	Azad Hind	2	6	0	0	0	0	0	

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S.No	Name of Project	Manpower Required							
		Helper	S.Gaurd	Gunman	Supervisor	Drivers	CCTV Operator	DEO	Others
	Garam								
16.	Coffee Home CP	0	6	0	0	0	0	0	
17.	Prembari Pul Site	4	3	0	0	0	0	0	
18.	R.K Puram Coffee Home	0	3	0	0	0	0	0	
19.	Wazirabad Office	8	4	0	0	0	0	0	
20.	Lakes ( Bhalswa Lake , India Gate, Krishi Bhawan )	0	4	0	0	0	0	0	
21.	Lajpat Nagar Project Office	6	3	0	0	0	0	0	
22.	Kanganheri Project	0	3	0	0	0	0	0	
23.	NH-8	0	1	0	0	0	0	0	
24.	Chawala Project	0	3	0	0	0	0	0	
25.	Wazirabad Engg. Div.	6	0	0	0	0	0	0	03- Management Trainee
26.	Transport Div. Parking	0	3	0	0	4	0	0	
27.	CRO Office	2	1	0	0	0	0	0	
28.	Engg. Office Janak Puri	2	3	0	0	0	0	0	
29.	DITTM (DHPP)	0	1	0	0	0	0	0	
30.	Dilli Haat Account Department (INA)	1	0	0	0	0	0	0	01- Management Trainee
31.	Travel Div. (INA)	1	0	0	0	0	0	0	
32.	CL Vend/IMFL VND	261	76	23	0	0	0	4	
33.	Wazirabad Engg. Div. (Signature Bridge)	0	6	0	0	0	0	0	
34.	Shaheed Bhagat Singh Coffee Home	0	3						

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S.No	Name of Project	Manpower Required							
		Helper	S.Gaurd	Gunman	Supervisor	Drivers	CCTV Operator	DEO	Others
<b>Total</b>		<b>317</b>	<b>263</b>	<b>25</b>	<b>8</b>	<b>6</b>	<b>4</b>	<b>5</b>	<b>26</b>

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**ANNEXURE-IV**

**CHECK-LIST FOR TECHNICAL EVALUATION**

<b>S. No.</b>	<b>Documents asked for</b>	<b>To be filled in by the bidder</b>
1.	Bid Security (EMD) of Rs. _____ (Rupees in words) in the form of DD/ <u>Bank Guarantee issued by any Nationalized / Scheduled Commercial Bank as per RBI</u> bank in favour of DTDC. (valid for 45 days beyond the Tender validity period of 180 days).	
2.	Annexure 1 – with all supporting documents duly self attested and stamped.	
3.	Undertaking on a Stamp paper of Rs.100/- (Rupees one hundred only) as per format prescribed in Annexure-V).	
4.	Annual Turnover in lakhs. As mentioned in clause no. 3.6	
5.	Number of trained Manpower on Rolls.	
6.	Experience of running Security Services in years	
7.	Volume of work done during the last three financial years ( clause 3.7)	
8.	Proof of valid DGR sponsorship or proof of being run by an Ex-Serviceman/Ex-Paramilitary man.	
9.	Proof of experiences of last three financial years as specified in clause 3.7 of the NIT along with satisfactory performance certificates from the concerned employers.	
10.	A copy of the complete tender document along with all Annexure and corrigendum/addendum, if any, duly self attested and stamped, must be uploaded on line	
11.	Any other documents, if required.	

Note : copies of all necessary documents duly self attested must be attached for verification of the information provides. These documents will be uploaded online also.

Signature of the Bidder  
(Name and Address of the Bidder)  
Telephone No.

ANNEXURE-V

**(ON A STAMP PAPER OF Rs.100/-)**

**UNDERTAKING**

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Designation and Name of the concerned Officer of DTTDC )

Name of the firm/Agency\_\_\_\_\_

Name of the tender\_\_\_\_\_Due date: \_\_\_\_\_

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide trained Security and Other Services.
5. I/We do hereby undertake that neat and clean environment of the DTTDC shall be ensured by our Agency, as well as any other point considered by our Agency. Our Security and other Service shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs.20,000/- (Rupees Twenty Thousand only) per person. The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.

(Signature of the Bidder)  
Name and Address of the Bidder.  
Telephone No.



**ANNEXURE-VI**

**FORM OF BANK GUARANTEE FOR BID SECURITY**

(To be stamped in accordance with Stamps Act of India)

KNOW ALL MEN by these present that we \_\_\_\_\_ (Name and address of Bank), having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ (Name of the DTTDC) (hereinafter called "the DTTDC") in sum of Rs. \_\_\_\_\_ for which payment will and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS \_\_\_\_\_ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated \_\_\_\_\_ for providing security & manpower services (hereinafter called "the Bid").

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs \_\_\_\_\_ (Amount in figures and words) as Performance Security against the Bidder's offer as aforesaid.

AND WHEREAS \_\_\_\_\_ (Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

WE further agree as follows:-

1. That the DTTDC may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the DTTDC and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in force till:-
  - a. The Bidder, in case the bid is accepted by the DTTDC, executes a formal agreement after furnishing the **Performance Guarantee of a nationalised bank / / Scheduled Commercial Bank as per RBI** based in India.
  - b. 180 days after the date of bid validity or the extended date of validity of the Tender, as the case may be, whichever is later.
4. That the expression "the Bidder" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

THE CONDITIONS of this obligation are:

- (i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or
- (ii) If the Bidder refuses to accept the corrections of errors in his bid; or
- (iii) If the Bidder having been notified of the acceptance of his bid by the DTTDC during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within the time limit specified in para \_\_\_\_\_ of the NIT.
- (iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.
- (v) If the contract is terminated for the reason that the agency is

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blacklisted in Government of NCT of Delhi or in any other  
State Governments/Union Government.

WE undertake to pay to the DTTDC upto the above amount upon receipt of his first written demand, without the DTTDC having to substantiate his demand provided that in his demand the DTTDC will note that the amount claimed (i), (ii), (iii)(a), (iii)(b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

Signature of Witness

\_\_\_\_\_

Name of Witness  
Address of Witness

Signature of Authorized Official of the Bank

Name of Official \_\_\_\_\_

Designation \_\_\_\_\_

ID No. \_\_\_\_\_

(Stamp/Seal of Bank)

**ANNEXURE-VII**

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of \_\_\_\_\_ between \_\_\_\_\_(Name of the Bank) (hereinafter called the "Bank") of the one part and \_\_\_\_\_(Name of the DTTDC) (hereinafter called the "DTTDC") of the other part.
2. WHEREAS \_\_\_\_\_(Name of the DTTDC) has awarded the contract for Security and Other Services contract for Rs. \_\_\_\_\_(Rupees in figures and words) (hereinafter called the "contract") to M/s \_\_\_\_\_(Name of the contractor) (hereinafter called the "contractor").
3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. \_\_\_\_\_(Amount in figures and words).
4. NOW WE the Undersigned \_\_\_\_\_(Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_(Full name of Bank), hereby declare that the said Bank will guarantee the DTTDC the full amount of Rs. \_\_\_\_\_(Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with the DTTDC, the Bank is engaged to pay the DTTDC, any amount up to and inclusive of the aforementioned full amount upon written order from the DTTDC to indemnify the DTTDC for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the DTTDC immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the DTTDC any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of 30 months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the DTTDC agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the DTTDC and at the cost of the contractor.

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8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.

9. The neglect or forbearance of the DTTDC in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the DTTDC for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions "the DTTDC", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (year) being herewith duly authorized.

For and on behalf of the  
\_\_\_\_\_ Bank.

Signature of authorized Bank official

Name \_\_\_\_\_

Designation \_\_\_\_\_

I.D. No. \_\_\_\_\_

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named \_\_\_\_\_ in the presence of:

Witness-1.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Witness-2.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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**ANNEXURE –VIII**

**FINANCIAL BID**

(Exclusive of GST)

S.No.	Particulars	Semi Skilled	Skilled	Graduate And Above
1.	Minimum wages per person per month			
2.	ESI			
3.	EPF			
4.	EDLI			
5.	Administrative Charges on EPF and EDLI			
6.	Service Charges			
7.	Total- Cost per Head (Add serial number 1 to 7)			
8.	Number of manpower required	580	58	16
9.	Total cost per month (serial no.7 x serial no.8) (in figures)			
10.	Total cost per month (in words) (as per serial no. 9)			

- The rate of Service Charge quoted by the prospective bidder should be sufficient to meet out the expenses towards cost of walkie-talkie, lathies, uniform, whistles, torches etc. and other incidental expenses including training etc.
- In case manpower required by DTTDC on weekly off days, wages will be paid as applicable.
- **The Bidders are advised to carefully study all the provisions of the tender documents especially the “Clause No.08” of the “TERMS AND CONDITIONS OF THE CONTRACT - (I) Obligations of the Contractor”.**

**Note:-**

1. The SECURITY GUARD/ HELPER will be considered under the **Semi-skilled Category** and SUPERVISOR/ GUNMAN/ ELECTRICIAN/ TICKET WINDOW CLERK/ CCTV OPERATOR/ DRIVER/ LIFT OPERATOR/ TECHNICAL ASSISTANT/ PHOTOCOPY OPERATOR/ DISPATCH CLERK/ DISPATCH MESSANGER/ DATA ENTRY OPERATOR will be considered under the **Skilled category** and MANGEMENT TRAINING will be considered under the **Graduate And Above category**. Contractor shall provide uniformed and trained personnel and use its best endeavour to provide Security services to the DTTDC for providing safety, monitoring and surveillance. Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R&A) Act, cost of uniform of personnel deployed by the contractor, all kinds of taxes, service charges, etc. of the agency. If the minimum wages is revised by the Government of NCT of Delhi/Government of India, the incremental wages, if applicable, will be provided. After closing date of receipt of bid, if minimum wages are revised by Government of NCT of Delhi/Government of India, the incremental wages to the extend to minimum wages increased by Govt. of India/ Govt. of Delhi will be reimbursed to the contractor by “the DTTDC.
1. If the minimum wages is revised by the Government of NCT of Delhi/Government of India, during the period of contract / agreement, the revised wages will be paid by DTTDC, from time to time.

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2. After closing date of receipt of bid, if minimum wages are revised by Government of NCT of Delhi/Government of India, the incremental wages upto the extent of minimum wages increased by Govt. of India/ Govt. of Delhi will be reimbursed to the contractor by “the DTDC”.
3. The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.
4. The contract is for Two Years.
5. The number of manpower required shown above is indicative and the actual quantity may vary on either side (Increase or decrease).
6. The bidders may quote the rates in Indian Rupees.
7. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible.
8. In Financial Bid the tenderer should fill each and every column. No column, should be left blank or filled nil / zero.
9. The rate of Provident Fund would be in accordance with the directions given by Hon’ble High Court of Delhi in case no. W.P. (C) 4056/2013 **titled as M12C SECURITY & FACILITIES PRIVATE LIMITED Versus GNCTD and others or as amended from time to time.**
10. After closing date of receipt of bid or during the contract, in case GST rate is increased or decreased by the appropriate authority, the amount of GST will be paid to the contractor by the DTDC accordingly.

(Signature of the Bidder)  
Name and Address of the Bidder.  
Telephone No.

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**ANNEXURE -XI**

**FORM OF AGREEMENT**

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ (“Effective Date”) by and between :

MD & CEO DTTDC through Chief Manager (General Administrative Division) ,DTTDC, 18- A, DDA SCO Complex, Defence Colony, New Delhi-110024 (hereinafter called “**the DTTDC**” which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the **ONE PART**

AND

.....authorized representative (hereinafter called “**the Contractor**” which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the **SECOND PART** for providing services including SECURITY & MANPOWER Services at Various locations of DTTDC Projects/Units.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
  - A. The complete tender document along with its Annexures.
  - B. All addendums/ corrigendum issued, if any
  - C. Letter of Award of Work & Acceptance thereof by the bidder.
  - D. Any other correspondence made between DTTDC & the Bidders
  - E. Any other document as may come into notice , forming part of contract / tender
3. In consideration of the payments to be made by the DTTDC to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the DTTDC to execute the SECURITY & MANPOWER Service w.e.f .....as per the provisions of this Agreement and the tender document.
4. The DTTDC hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document and to the satisfaction of DTTDC the fee of ..... per month
5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor

For and on behalf of the DTTDC

**DELHI TOURISM & TRANSPORTATION DEVELOPMENT CORPORATION LTD.  
18-A, DDA SCO Complex, Defence Colony, New Delhi-110024**

Signature of the authorized official

Signature of the authorized Officer

Name of the official  
Stamp/Seal of the Contractor

Name of the Officer  
Stamp/Seal of the Employer

By the said

By the said

Signature	Signature
Name on behalf of the Contractor in the presence of	Name on behalf of the Contractor in the presence of
Witness	Witness
Name	Name
Address	Address
Telephone Number	Telephone Number
Witness	Witness
Name	Name
Address	Address
Telephone Number	Telephone Number