

**MODEL NOTICE INVITING TENDERS  
FOR SECURITY SERVICES  
AS ON 25 JUNE 2008**

**NAME OF THE DEPARTMENT**

**NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICES**

Sealed tenders are invited under Two-Bid system from reputed agencies, either by themselves or as a joint venture/consortium/partnership having capacity to provide the required number of uniformed trained manpower for the security services of \_\_\_\_\_ (name and address of the Department) for a period of two years on contract basis/outsourcing basis through **e-tendering**.

The prospective bidder should be registered with DGS&D so as to enable him to submit his bids through **e-tendering**.

Last date for submission/receipt of tender(s) is \_\_\_\_\_ at \_\_\_\_\_ Hrs. and will be opened by the Tender Committee in the presence of tenderers or their authorized representatives who wish to be present on the same day at \_\_\_\_\_ Hrs. in the Office of \_\_\_\_\_, Government of NCT of Delhi. In case, any holiday on the day of opening, the tenders will be opened on the next working day at the same time but the tender box will be sealed on same day and time, as scheduled above. The tenders received after the above said scheduled date and time will not be considered. No tender by FAX will be entertained.

**Designation of the Authorized Officer** \_\_\_\_\_,  
**Name and Address of the Department** \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_.

## **INSTRUCTIONS TO BIDDERS**

### **1. GENERAL:-**

1.1 The present tender is being invited for Security Services under which the contractor shall provide uniformed and trained personnel and will use its best endeavours to provide security of building, equipments, materials and staff working in \_\_\_\_\_ (name of the Department), monitoring and surveillance of the premises.

### **2. ELIGIBLE BIDDERS:-**

2.1. All security agencies who are registered with DGS&D, providing similar kind of services for at least last three consecutive years and having annual average turnover of Rs. \_\_\_\_\_ (30% of the estimated value of the contract) during the last three financial years in the books of accounts and being run by Ex-Servicemen/Ex-Para-military men.

2.2. The bidder should have the experience of completion of similar works in any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities as follows:-

- (a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost; or
- (b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost; or
- (c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

### **3. QUALIFICATION OF THE BIDDERS:-**

3.1. The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.

3.2.(a) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership.

(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;

(c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

3.3. The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.

3.4. Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card No. under the Income Tax Act.

3.5. Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.

3.6. Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required 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 \_\_\_\_\_(name of the Department) subsequently finds to the contrary, the Department 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.

3.7. 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, in addition to other punitive measures.

#### **4. 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.

#### **5. COST OF BID:-**

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

#### **6. VISIT TO DEPARTMENT:-**

The bidder is required to provide securities services to this Department and is advised to visit 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 the Department and is aware of the operational conditions prior to the submission of the tender documents.

#### **7. TENDER DOCUMENTS:-**

##### **7.1. Contents of Tender Documents.**

7.1.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing Security Services. The Tender document comprises of:

- (a) Notice of Invitation of Tender.
- (b) Price Bid.
- (c) Terms and Conditions.
- (d) Tender form for providing security services (Annexure-I)
- (e) Scope of Work (Annexure-II)
- (f) Details of Manpower required(Annexure-III)
- (g) Method of award of work (Annexure-IV)
- (h) Check list for Pre-qualification Bid (Annexure-V)

- (i) Check list for Technical Evaluation (Annexure-VI)
- (j) Undertaking (Annexure-VII)
- (k) Form of Bank Guarantee for Bid Security (Annexure-VIII)
- (l) Form of Agreement(Annexure-IX)
- (m) Form of Bank Guarantee of Performance Security (Annexure-X)

7.1.2. 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.

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

## **7.2. CLARIFICATION OF TENDER DOCUMENT**

7.2.1. The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the Office of \_\_\_\_\_(concerned Section of the Department).

7.2.2. In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification from the Office of \_\_\_\_\_(concerned Section of the Department) not later than two weeks before submitting his bid. Any such clarification, together with all details on which clarification had been sought, will also forwarded to all bidders without disclosing the identity of the bidder seeking clarification. All communications between the bidder and the Department shall be carried out in writing.

7.2.3. Except for any such written clarification by the Department, which is expressly stated to be an addendum to the tender document issued by the Office of \_\_\_\_\_(concerned Section of the Department), no written or oral communication, presentation or explanation by any other employee of the Department shall be taken to bind or fetter the Department under the contract.

## **8. PREPARATION OF BIDS**

### **8.1. Language**

Bids and all accompanying document shall be in English or in Hindi. 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.

### **8.2. Documents Comprising the Bid**

Tender document issued for the purposes of tendering as described in Clause 7.1 and any amendments issued shall be deemed as incorporated in the Bid.

8.2.1. The bidder shall, on or before the date given in the Notice Invitation to Tender, submit his bid in sealed envelopes clearly marked with the name of the Tender.

8.2.2. One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.

8.2.3. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. \_\_\_\_\_ (please mention an amount of five per cent of the estimated value of the contract) in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of \_\_\_\_\_ (Designation of the concerned Officer and name of the Department) along with the Tender document. The Bid Security will remain valid for a period of forty-five 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.

8.2.4. These shall be addressed to the \_\_\_\_\_ (designation of the concerned Officer and name of the Department) and submitted in the Office \_\_\_\_\_ (concerned Section of the Department) at the address given in the Tender document.

8.2.5. The Bidder (each member in case of joint venture/consortium/partnership firms) shall furnish the details regarding total number of works, as stated in Clause A.2.2.(a)(b) and(c), completed in preceding three years, which were similar in nature and complexity as in the present contract requiring supply of trained man power to provide Security Services.

### **8.3. BID PRICES:-**

8.3.1. Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Security Services at \_\_\_\_\_ (name of the Department). This includes all the liabilities of the contractor such as cost of uniform and identity cards of personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc. which should be clearly stated by the contractor.

8.3.2. The rates and prices quoted by the Bidder shall be inclusive of Service Tax.

8.3.3. The rate quoted shall be responsive and the same should be inclusive of all Statutory obligations such as Minimum Wages, ESI, PF contributions, wages for leave reserve, service charges, all kinds of taxes etc. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

8.3.4. Conditional bids/offers will be summarily rejected.

### **8.4. 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 comprises a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

### **8.5. Currencies of Bid and Payment:-**

8.5.1. The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

## **8.6. Duration of Contract:-**

The contract may be valid initially for two years and the Department 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 two years.

## **8.7. BID SECURITY:-**

8.7.1. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. \_\_\_\_\_ (please mention an amount of five per cent of the estimated value of the contract) in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of \_\_\_\_\_ (Designation of the Officer concerned and name of the Department) along with the Tender document. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period.

8.7.2. Any Tender not accompanied by Bid Security shall be rejected.

8.7.3. 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.

8.7.4. Bid security of the successful bidder shall be returned on receipt of Performance Security in the Department and after signing the contract agreement.

8.7.5. Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

8.7.6. 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 Department.

## **8.8. Format and Signing of Bid:-**

8.8.1. The bidder shall submit one copy of the Tender document and addenda, 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.

8.8.2. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.

8.8.3. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the Department, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

## **9. Submission of Bids:-**

9.1.1. The bidder shall submit the Pre-qualification Bid and Technical Bid in a separate sealed cover and the Financial Bid in another sealed cover duly superscribed and all these two sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed.

9.1.2. The sealed cover of Pre-qualification Bid and Technical Bid should consist of the following documents:-

- (a) Bid Security (Earnest Money Deposit) for an amount of Rs. \_\_\_\_\_ (please mention an amount of five per cent of the estimated value of the contract) in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of \_\_\_\_\_ (Designation of the Officer concerned and name of the Department);
- (b) 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;
- (c) Self attested copy of PAN No. card under Income Tax Act;
- (d) Self attested copy of Service Tax Registration Number;
- (e) Self attested copy of Valid Registration No. of the Agency/Firm;
- (f) Self attested copy of valid Provident Fund Registration Number;
- (g) Self attested copy of valid ESI Registration Number;
- (h) Self attested copy of valid Licence and Number under Contract Labour Act and under any other Acts/Rules;
- (i) Proof of valid DGR sponsorship or proof of being run by Ex-serviceman/ex-Para-Military personnel;
- (j) Proof of Average Annual turnover as stated in Clause 2.1 supported by audited Balance Sheet;
- (k) Proof of experience as stated in Clause 2.2.(a), (b) and (c) supported by documents from the concerned organizations; and
- (l) Duly filled and signed Annexures-V, VI and VII.

9.1.3. The sealed cover of Price Bid should contain Annexure-X i.e. Price bid in original and a duplicate copy of the same in two separate envelopes duly filled in figures and words.

9.1.4. All the sealed covers shall be addressed to the \_\_\_\_\_ (Designation of the Officer concerned and name of the Department) and will be put in the Tender Box which is available in the counter of the Administration Branch of the \_\_\_\_\_ (name of the Department) at the following address.

9.1.5. The tender shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender.

**ADDRESS OF THE DEPARTMENT**

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

**9.2 Late and Delayed Tenders:-**

9.2.1. Bids must be received in the Department at the address specified above not later than the date and time stipulated in the NIT. The Department may, at its



discretion, extend the deadline for submission of bids in which case all rights and obligations of the Department and the Bidder will be the same.

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

### **10.1 Bid Opening and Evaluation:-**

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

10.1.2. 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.

10.1.3. Conditional bids will also be summarily rejected.

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

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

### **10.2 Right to accept any Bid and to reject any or all Bids:-**

10.2.1. The Department of \_\_\_\_\_, Government of NCT of Delhi, 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.

10.2.2. The Department of \_\_\_\_\_, Government of NCT of Delhi, may terminate the contract if it is found that the contractor is black listed on previous occasions by the any of the Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

10.2.3. The Department of \_\_\_\_\_, Government of NCT of Delhi, may terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement.

### **11.1 Award of Contract:-**

11.1.1. The Department of \_\_\_\_\_ (name), Government of NCT of Delhi, 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.

11.1.2. The Department of \_\_\_\_\_ (name), Government of NCT of Delhi, 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 Offer") shall prescribe the amount which Department will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.

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

11.1.4. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of 'Letter of Offer' for an amount of

Rs. \_\_\_\_\_ (please mention an amount of ten per cent of the total value of the contract) in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank from a commercial bank in an acceptable form (Annexure-IX) in favour of \_\_\_\_\_ (Designation of the concerned Officer and name of the Department). The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

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

**PRICE BID FOR SECURITY SERVICES**

<b>Sl. No.</b>	<b>Designation</b>	<b>Number of manpower required per day</b>	<b>Rate per person per shift per day (inclusive of all taxes){May be quoted in rupees in words and figures}</b>	<b>Monthly amount (Rupees in words and figures)</b>	<b>Yearly amount (Rupees in words and figures)</b>
1.	Security Guard	(Number of Security Guards required may be mentioned by the Department on actual basis)			
2.	Gunman	(Number of Gunman required may be mentioned by the Department on actual basis)			
3.	Security Supervisor	(Number of Security Supervisor required may be mentioned by the Department on actual basis)			

**Note:-**

1. The **Security Guard** will be considered under the **Semi-skilled category**. Contractor shall provide uniformed and trained personnel and use its best endeavour to provide Security services to the Department 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, weekly-off replacement charges, cost of uniform of personnel deployed by the contractor, all kinds of taxes, service charges, etc. of the agency. The rate quoted will be for per shift of eight hours per person per day. If the minimum wages is revised by the Government of NCT of Delhi/Government of India, the incremental wages, if applicable, will be provided.
2. The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.
3. The contract is for two years.
4. The number of manpower required shown above is indicative and the actual quantity may vary.
5. The bidders may quote the rates in Indian Rupees.
6. **All the columns shall be clearly filled in ink legibly or typed. 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. No blanks should be left which would be otherwise made the tender liable for rejection.**



## **TERMS AND CONDITIONS OF THE CONTRACT**

1. The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. The list of staff going to be deployed shall be made available to the Department and if any change is required on part of the Department fresh list of staff shall be made available by the agency after each and every change.
2. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to the Security personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the Department and to the Labour department.
3. 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 Department works, is required to be submitted to the Department. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time Department 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 Department.
4. The antecedents of security staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the department and department shall ensure that the contractor complies with the provisions.
5. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the Department. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to given an undertaking (on the format), duly countersigned by the concerned official of the Department, regarding payment of wages as per rules and laws in force, before receiving the 2<sup>nd</sup> payment onwards.
6. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
7. Adequate supervision will be provided to ensure correct performance of the said security 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.
8. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Department.

9. 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 Department and shall not knowingly lend to any person or company any of the effects of the Department under its control.
10. The security staff shall not accept any gratitude or reward in any shape.
11. 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 correct and satisfactory performance of his liabilities and responsibilities under the contract.
12. Under the terms of their employment agreement with the Contractor the Security 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.
13. That in the event of any loss occasioned to the Department, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the Department, the said loss can claim from the contractor up to the value of the loss. The decision of the Head of the Department will be final and binding on the agency.
14. The contractor shall do and perform all such Security 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 Department may issue from time to time and which have been mutually agreed upon between the two parties.
15. The Department shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Department.
16. The contractor shall be responsible to maintain all property and equipment of the Department entrusted to it.
17. The contractor will not be held responsible for the damages/sabotage caused to the property of the Department due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.
18. The contractor will deploy supervisors as per the need given by the Department. The supervisor shall be required to work as per the instructions of Department.
19. The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), failing which invites a penalty of Rs.500/- each occasions and habitual offenders in this regard shall be removed from the Department. The penalty on this account shall be deducted from the Contractor's bills.
20. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/Patients/Attendants and should project an image of utmost discipline. The Department shall have right to have any person moved in case of patient/staff complaints or as decided by representative of the Department if the person is not performing the job satisfactorily or otherwise. The

contractor shall have to arrange the suitable replacement in all such cases.

21. 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 Department 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 Department for double duty, if any.
22. The personnel will have to report to the Department's security office 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 Department.
23. 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 Department.
24. The payment would be made at the end of every month 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 Department and the contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the Department.
25. Any damage or loss caused by contractor's persons to the Department in whatever form would be recovered from the contractor.
26. The Department will give basic training/familiarization of the Security and door keeping 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.
27. (a) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the Department and the same shall be deducted from the contractor's bills.  
(b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 27(a) shall be levied.  
(c) In case any public complaint is received attributable to misconduct/misbehaviour of contractor's personnel, a penalty of Rs.500/- 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 Department system immediately.
  - a. 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, Department reserves the right to impose the penalty as detailed below:-
    - i) 20% of cost of order/agreement per week, upto four weeks delays.



- ii) After four weeks delay Principal Employer reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably from other contractor(s) registered with DGR and then from open market or with other agencies if DGR registered agencies are not in a position to provide such Contractor(s). 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 may also be forfeited, if so warranted.
28. The contractor shall ensure that its personnel shall not at any time, without the consent of the Department in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Department and shall not disclose to any information about the affairs of Department. This clause does not apply to the information, which becomes public knowledge.
29. Any liability arising out of any litigation (including those in consumer courts) due to any act 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.
30. The contractor shall deploy his personnel only after obtaining the Department approval duly submitting curriculum vitae (CV) of these personnel, the Department shall be informed at least one week in advance and contractor shall be required to obtain the Department's approval for all such changes along with their CVs.
- 31. 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.
32. The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
33. "NOTICE TO PROCEED" means the notice issued by the Department 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 the Department 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 Department.

35. The contract period is Twenty four months from the date of the commencement (as mentioned in Notice to Proceed).
36. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Department shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
37. 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 Department 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 Department from the contractor.
38. 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 Department, such money shall be deemed to be payable by the contractor to the Department within seven days. The Department shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
39. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.
40. The contractor shall indemnify and hold the Department 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.
41. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and Delhi Works Contract Act (wherever applicable).
42. The contracting agency 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 services before joining. In addition Department will also arrange training in batches by Civil Defence and Fire Service Departments for deployed manpower. During this training, contractor shall have to arrange for substitute for the staff undergoing training. Smaller Departments can tie up with bigger Departments in neighbourhood for such trainings.
43. 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 department shall get it verified on its own. Security staff other than ex-servicemen shall be minimum 10<sup>th</sup> pass and training minimum of five days duration for providing security and fire fighting services.
44. The contractor shall ensure to provide at least one female security guard in each shift in Emergency and Pediatrics/ Gynecology wards of Hospitals.

45. The contractor shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Hospital will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
46. Security staff engaged by the contractor shall not take part in any staff union and association activities.
47. The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis/ballams and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.
48. Agency will provide walkie-talkie to each supervisor and to 20% of security guards to ensure effective timely communication between them.
49. The Department shall not be responsible for providing residential accommodation to any of the employee of the contractor.
50. The Department shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Department does not recognize any employee employer relationship with any of the workers of the contractor.
51. 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 Department from the agency.
52. If any underpayment is discovered, the amount shall be duly paid to the agency by the Department.
53. 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 Department etc.
54. 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 Department every month through ECS or by Cheque in the presence of representative of the Department.
56. The contractor should have round the clock control room service in Delhi along with quick response teams to deal with emergent situations.

#### **OBLIGATION OF THE CONTRACTOR:**

57. 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 Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

#### **58. Dispute Resolution**

- (a) 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 will be referred for adjudication to a sole Arbitrator appointed by the Principal Secretary/Secretary (of the Administrative Department), Government of NCT of Delhi.

(b) 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.

(c) 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.

## **59. JURISDICTION OF 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.

(Name of the Department)

**TENDER FORM FOR PROVIDING SECURITY SERVICES**

1. Cost of tender : Rs \_\_\_\_\_

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

2. Due date for tender

3. Opening time and date of tender

4. Names, address of firm/Agency  
and Telephone numbers. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Registration No. of the Firm/  
Agency. \_\_\_\_\_

1. Name, Designation, Address  
and Telephone No. of  
Authorized person of Firm/  
Agency to deal with. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Please specify as to whether  
Tenderer is sole proprietor/  
Partnership firm. Name and  
Address and Telephone No.  
of Directors/partners should  
specified. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Copy of PAN card issued by  
Income Tax Department and  
Copy of previous Financial  
Year's Income Tax Return.

9. Provident Fund Account No. \_\_\_\_\_

10. ESI Number \_\_\_\_\_

11. Licence number under  
Contract Labour (R&A) Act. \_\_\_\_\_

12. Details of Bid Security deposited:

(a) Amount :

(b) FDR No. or DD No. or \_\_\_\_\_  
Bank Guarantee in favour of \_\_\_\_\_  
\_\_\_\_\_

(c) Date of issue:

(d) Name of issuing authority:

13. Any other information:

14. 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.

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

**(Name of the Department)**

**SCOPE OF WORK OF THE CONTRACTOR**

The contractor shall have to provide the security services in the Department of \_\_\_\_\_, Government of NCT of Delhi.

The contractor shall ensure protection of the personnel & property of the Department, 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 Department building.

**DUTIES AND RESPONSIBILITY OF SECURITY STAFF:**

1. The Security Supervisor will be responsible for overall security arrangement of the concerned Department covered in the contract.
2. Security Supervisor will ensure that all the instructions of the administration 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 Department.
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 Department 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 Department 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 Department.
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 Department.

11. Entry of the street-dogs and stray cattles 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 cattles.
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 Department. 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 Department may be incorporated in the agreement. The same shall also be binding on the contractor.



(Name of the Department)

Details of Manpower Required

<b>Sl. No.</b>	<b>Details of Floors</b>	<b>Number of Supervisors required</b>	<b>Number of Security Guards required</b>	<b>Total</b>
<b>1.</b>	<b>Ground Floor</b>			
<b>2.</b>	<b>First Floor</b>			
<b>3.</b>	<b>Second Floor</b>			
<b>4.</b>	<b>Third Floor</b>			
<b>5.</b>				
<b>6.</b>				
<b>7.</b>				

**EVALUATION CRITERIA FOR TECHNICAL AND FINANCIAL POINTS**

Scoring of ten marks will be based on Annual Turnover, Manpower on roll, experience of running sanitation/housekeeping services, volume of work performed in preceding years, trained Sanitation/Hygiene Supervisory Staff on roll, ISO certification and other pre-qualification criterion prescribed in the Terms and Conditions of the contract (The concerned Department may fix the marks accordingly).

The firm/agency which has secured seven out of ten marks will be considered as technically qualified. The financial bids of all the technically qualified firms/agencies/bidders will be opened for financial evaluation.

The work will be awarded to the L-1 agency. In case the financial bid of more than one agency is same as L-1, then the work will be awarded to the agency which gets the maximum marks in Technical evaluation.

(Name of the Department)

**CHECK-LIST FOR PRE-QUALIFICATION BID FOR SECURITY SERVICES**

Sl. No.	Documents asked for	Page number at which document is placed
1.	Bid Security (EMD) of Rs. _____(Rupees in words) in the form of FDR/DD/Bank Guarantee issued by any scheduled commercial bank in favour of _____(designation of the concerned officer), _____(name of the Department) valid for 45 days beyond the Tender validity period.	
2.	One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/Partners also.	
3.	Undertaking on a Stamp paper of Rs.100/- (Rupees one hundred only) as per format prescribed in Annexure-VII).	
4.	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last financial year.	
5.	Self attested copy of Service Tax Registration No.	
6.	Self attested copy of valid Registration number of the firm/agency.	
7.	Self attested copy of valid Provident Fund Registration number.	

8.	Self attested copy of valid ESI Registration No.	
9.	Self attested copy of valid Licence No. under Contract Labour (R&A) Act, 1970.	
10.	Proof of valid DG® sponsorship or proof of being run by an Ex-Serviceman/Ex-Paramilitary man (as applicable).	
11.	Proof of experiences of last three financial years as specified in clause 2.2 of the NIT along with satisfactory performance certificates from the concerned employers.	
12.	Annual returns of previous three years supported by audited balance sheet (clause 2.1 of NIT)	
13.	Any other documents, if required.	

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

(Name of the Department)

**Checklist for Technical Evaluation**

<b>Sl. No.</b>	<b>Information to be provided</b>	<b>To be filled by the Bidder</b>	<b>For office use</b>
1.	Annual Turnover (in Lakhs)		
2.	Manpower on roll		
3.	Experience of running Security services (in years)		
4.	Volume of work done during last three financial years as specified in clause 2.2 of the NIT.		
5.	Single work of more than Rs._____ during last three years.		
6.	No. of trainers of the rank of Commissioned Officers of Military/equivalent rank of Para-military/Police.		
7.	No. of Supervisory staff and trained Civilian/Ex-Military/Ex-Paramilitary personnel.		
8.	Training set-up [No. of Trainers] (a) Part-Time (b) Full-Time (c) Below JCO Rank (d) Above JCO Rank		
9.	No. of Supervisory Field Staff		
10.	ISO Certification of the firm (Yes/No)		

**Note:** Photocopies of all necessary documents duly self attested must be attached for verification of the information provided.

(ON A STAMP PAPER of Rs.100/-)

UNDERTAKING

To

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

(Designation and Name of the concerned Department)

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 minimum 33% security guards amongst the category of Ex-Servicemen and all others will be trained Security Guards.
5. I/We do hereby undertake that complete security of the Department shall be ensured by our Security Agency, as well as any other Point considered by our Agency. Our Security Service shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs. \_\_\_\_\_ Lakhs (Rupees in words). 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.

**FORM OF BANK GUARANTEE FOR BID SECURITY**

(Refer Clause 8.7.1 of the NIT)

(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 Department) (hereinafter called "the Department") 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 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 Department 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 Department 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 Department,  
executes a formal agreement after furnishing the Performance  
Guarantee of a scheduled commercial Bank based in India.
  - b. Forty five days after the date of 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 Department 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 blacklisted in Government of NCT of Delhi or in any other State Governments/Union Government.

WE undertake to pay to the Department upto the above amount upon receipt of his first written demand, without the Department having to substantiate his demand provided that in his demand the Department 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)



**(Name of the Department)**

**FORM OF AGREEMENT**

THIS AGREEMENT is made on the \_\_\_ day \_\_\_\_\_ (Month) \_\_\_\_\_ (Year) Between the President of India through \_\_\_\_\_ (Name and address of the Department) (hereinafter called “the Department” 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 \_\_\_\_\_ (Name and address of the contractor) through Shri \_\_\_\_\_, 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 other part for providing Security services to the \_\_\_\_\_ (Name of the Department) for providing safety, monitoring and surveillance of the Department.

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. Letter of acceptance of award of contract;
  - b. Terms and Conditions;
  - c. Notice inviting Tender;
  - d. Bill of Quantities;
  - e. Scope of work;
  - f. Addendums, if any; and
  - g. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Department to execute and the Security services w.e.f \_\_\_\_\_ as per the provisions of this Agreement and the tender document.
4. The Department hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document, the contract price of Rs. \_\_\_\_\_ ( \_\_\_\_\_ Rupees in words)
5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions therefrom 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

Signature of the authorized official

Name of the official  
Stamp/Seal of the Contractor

By the said \_\_\_\_\_Name  
on behalf of the Contractor in  
the presence of:

Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Telephone No: \_\_\_\_\_

For and on behalf of the President of  
India

Signature of the authorized Officer

Name of the Officer  
Stamp/Seal of the Employer

By the said \_\_\_\_\_Name  
on behalf of the Employer in  
the presence of:

Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Telephone No: \_\_\_\_\_

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(Refer Clause 11.1.4 of the NIT)

(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 Department) (hereinafter called the “Department”) of the other part.

2. WHEREAS \_\_\_\_\_ (Name of the Department) has awarded the contract for Security 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 Department the full amount of Rs. \_\_\_\_\_ (Amount in figures and words) as stated above.

5. After the Contractor has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the Department 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 Department 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 Department 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 \_\_\_\_\_ 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 Department 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 Department and at the cost of the contractor.

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

10. The expressions "the Department", "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\_\_\_\_\_