



KENDRIYA VIHAR APARTMENT OWNERS WELFARE ASSOCIATION (KVAOWA)
KENDRIYA VIHAR, SECTOR-56, GURUGRAM (HARYANA) - 122011
(Registered under Societies Registration Act No.1 of 2012 Registration No. 00651 Dated 25/4/2013)
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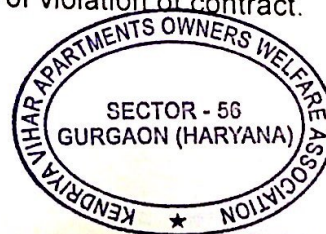
No. KVAOWA/GGN/2020/20/2020

Dated: 28th November, 2020

TENDER FOR SECURITY CONTRACT

1. Sealed tenders are invited by the President, KVAOWA, Kendriya Vihar, Sector-56, Gurugram -122011 (Haryana) from the Recognized & Registered Contractors having ISO certificate for providing the services mentioned in Appendix E of this Tender Document for one year, subject to the following General Terms and Conditions:

- (i) Applicant should have at least **Ten Years' experience** in the field with a minimum turnover of Rs. Ten Crore per annum for last three years.
- (ii) Applicant should possess the requisite Statutory Licence/Permit prescribed by the Central/State Govt. and the Local Administration etc.
- (iii) Rates quoted should be per unit, i.e., per person or per item of material for each category.
- (iv) All the Civilian Security personnel provided must be in the age group of 25 to 50 and minimum Tenth pass and possess minimum of 3 years of experience in security services.
- (v) Height of Security personnel must be minimum 5 ft 7 inches.
- (vi) All the personnel provided should be trained and have the prescribed qualifications and licence to discharge the duties for which they are employed.
- (vii) The personnel provided should have preliminary knowledge of fire fighting equipments or otherwise should be trained in that area.
- (viii) The Contractor shall under no circumstance employ more than 50% of the existing employees already working in Kendriya Vihar subject to the condition that they fulfill all requirements & approved by the KV Society.
- (ix) Personnel on shift duties shall leave only after their reliever reports.
- (x) **No Security Personnel will stay within 8 KM radius of Kendriya Vihar.**
- (xi) The Contractor shall submit bills by 3rd day of each month and disburse salary to the staff on or before 7th day of each month through employees' Bank Accounts.
- (xii) A separate list of employees and who had performed duties will be submitted along with the monthly bills giving details of their EPF & ESIC membership & Contributions.
- (xiii) The Contractor shall comply with all statutory requirements and provide evidence thereof as and when demanded by KVAOWA.
- (xiv) **All the employees should be provided uniform and identity cards by the Contractor. No personnel will be changed without the approval/permission of the Management.**
- (xv) Management of Kendriya Vihar is at liberty to impose penalty for violation of one or more conditions in the terms of the contract. The amount of penalty would be determined on the basis of the seriousness of violation of contract.



- (xvi) Technical and Commercial bids as per Appendix C and D of this Tender Document should be submitted in two separate sealed envelopes kept inside one larger sealed envelope.
- (xvii) All the Three envelopes should be superscribed "SECURITY CONTRACT".
- (xviii) Technical bids must be accompanied by EMD amounting to Rs. 1,00,000/- (Rupees One Lakh only) by way of Demand Draft drawn in favour of President, KVAOWA, Gurugram. Validity of the DD must be at least for sixty days from the closing date of the tender. EMD of the unsuccessful bidders shall be returned on completion of the tendering process and finalizing the contract. No interest shall be payable on the EMD.
- (xix) Envelope for Commercial Bid must contain copy of Appendix C duly stamped and signed.
- (xx) All pages of the Financial and the Technical Bids must be signed and stamped by the Authorized Signatory of the Agency.
- (xxi) **Successful bidder will have to remit before commencement of contract, Security Deposit equivalent to one month charges Rs. Ten Lakhs whichever is lower at which the contract is finalized.** In case of default, the contract signed may be cancelled.
- (xxii) Rates quoted should be in conformity with the Statutory provisions as applicable at Gurugram.
- (xxiii) Rates quoted should separately indicate the wages payable to the employee and other components of wages such as GST, PF, ESI contribution, etc.
- (xxiv) Last date for receipt of Tender is 12th December, 2020 at 3.00 PM. **Only Technical bids will be opened immediately after closing date and time of the Tender in the presence of the bidders or their authorized representative.** Not more than one or two representatives of each bidder shall be allowed to be present at this Occasion.
- (xxv) Only the duly authorized representatives of the bidders shall be allowed to participate in the proceedings.
- (xxvi) **Commercial bids of only those bidders will be opened who are successful in the scrutiny of Technical Bids.**

2. Management of KVAOWA reserves the right to accept or reject any Tender in full or in part thereof and the decision of the Management of KVAOWA shall be final in all respects.

Narain Chandra

Secretary



TENDER FORM

The President,
KVAOWA, Kendriya Vihar,
Sector-56, Gurgaon- 122011

Subject: - Tender for security arrangement services at Kendriya Vihar, Sec-56, Gurgaon.

Dear Sir,

I / we* have read and examined the tender documents relating to the above said work, which is consisting of

- A) Instruction to tenderers
- B) Bid form
- C) Financial bid form
- D) Services to be rendered by the Security agency
- E) General conditions of contract
- F) Special condition of contract
- G) Additional terms and conditions

I/ We* hereby submit my/our* tender for providing security arrangements for the complex referred to in the aforesaid documents, upon the terms & conditions contained or referred to therein, and in accordance to and in all respects of specifications and instruction issued from time to time at the rates quoted for the services in the financial bid form during the period set out in the tender documents.

I/ We* hereby undertake to keep my/our* tender valid for a period of 3 months from the date of opening of tender.

I/we* hereby further undertake, that during the said period. I/We* shall not vary, alter or revoke my/our* tender.

I/We* hereby forward earnest money deposit of Rs.1, 00,000.00 (Rupees One Lakh Only) in the form of demand draft in favour of President KVAOWA Gurugram, drawn at Gurugram.

Demand Draft Number: -

Issue Bank: -

Dated: -

If I/ We* fail to keep the tender open as aforesaid or make any variation, alteration or revoke the tender, I/We* hereby agree that this sum shall stand forfeited in the event of acceptance of my/ our* tender, and failure on my/our* to execute the contract when called upon to do so, within the stipulated time.

I/We* also hereby agree to treat the earnest money sum as part of security on award of the contract.

Should this tender be accepted, I/We* hereby agree to abide by, and fulfill all the terms, conditions and provision of the aforesaid tender documents.

I/We* understand, that KVAOWA, Kendriya Vihar, Sector-56, Gurugram is not bound to accept lowest tender or not bound to assign any reason for rejecting my/our* tender.

Witness

Signature along with seal Of Company

Signature

(Only authorized person to sign the tender on Behalf of the firm)

Date

Name

Name

Designation

Address

Name of Co. (In block Letters)

Date

Postal address

Telephone No:

Fax No:

Email address:

Strike out which is not applicable.

DOCUMENTS TO BE ATTACHED**Complete**

- 1) Tender form in original, with each page duly signed by authorized signatory.
- 2) Earnest money deposit in the form of DD/ pay order/ in the name of president KVAOWA for Rs. 1,00,000.00 (Rupees One Lakh only)
- 3) Attested copy of Registration of security agency.
- 4) Company profile.
- 5) Certificate from previous/ present employers.
- 6) Audited financial statement of last five years.
- 7) PF registration Certificate.
- 8) ESI registration certificate.
- 9) Clearance certificate for GST.
- 10) Clearance certificate from Income Tax Department.
- 11) Attested Photo copy of PAN.
- 12) Attested Photo copy of Service Tax Number/GST.
- 13) Pasara License Details & Copy.
- 14) Undertaking that no legal suit / departmental action pending against firm for any violation of EPF Act, ESI Act Labour Laws etc and details of cases if any pending.
- 15) Summary of financial implication to be paid by KVAOWA per month for staff demanded in para 25 of Appendix E, Pay & allowance for security staff Expenses' payable if any for gadgets / services

Appendix - B

(Pages 5)

INSTRUCTION TO TENDERERS

1. Sealed tenders are invited by President KVAOWA, Kendriya Vihar, Sector 56, Gurugram. Security and allied Services at Kendriya Vihar, Sec-56, Gurugram, 122011.
2. The Tender should be submitted in the prescribed form. The Contract for providing Security Services of the complex shall be for 12 months for the period 01st February, 2021 to 31st January, 2022.
3. Tender will be sent to the office of the President, KVAOWA, Kendriya Vihar Sec-56, Gurugram -122011. (Haryana) which shall receive them up to 1500 hrs on 12th December, 2020 the date and time of opening of tender will be: 15.30 hrs on 12th December, 2020.
4. Tenders shall be submitted complete in all respects.
5. Tenders received, after the time and date set out for receipt of tenders, shall be returned unopened/ shall not be considered.
6. A contractor or a firm of contractors shall submit not more than one tender. Not two or more concerns, which have common financial interest, shall tender. If they do so, all such tenders shall be rejected.
7. The tender should be accompanied by an Earnest Money of Rs. 1, 00,000/- (Rupees One Lakh Only) in the form of demand draft in favour of President, KVAOWA, Se-56 Gurugram.
8. On acceptance of tender, the earnest money amount will be held as part of initial security deposit amount for the due and faithful performance of the contract for the entire contract period.
9. KVAOWA will refunds the earnest Money to all unsuccessful tenderers, soon after the award of the work, against a written request from respective vendors.
10. The tenderers are advised to inspect the site, ground conditions, examine the tender documents and make themselves fully aware of the scope of work, terms and conditions as also the conditions under which the services are to be provided. No claim for any extra payment of any kind on account of lack of information as to risks, contingencies and other circumstances which may influence or affect their tender shall be entertained after the award of the work.

11. All rates should be quoted at proper place in the Tender Form only.
12. The rates should be quoted neatly both in figures and in words. In case of discrepancy in the rates quoted in words and figures, rates quoted in words shall prevail.
13. All additions / deletions or other changes in the tender documents shall bear the initials of the person signing the tender.
14. Tender documents shall be returned duly completed and signed by an authorized signatory. Power of Attorney in favour of authorized signatory shall be furnished with the tender.
15. No alteration of any kind shall be made in tender documents. If the tenderer, deems it essential to explain any aspect, he may list out the same separately, as his terms and conditions.
16. The tenderer shall sign at the bottom right hand corner of every page of the tender documents and put the company seal also.
17. A tenderer who does not fulfill all or any of the instructions contained in this tender or any term or condition in this tender or contains conditions not covered and / or contemplated by the terms and conditions of this tender, shall be liable to be rejected.
18. The tenderer shall keep his offer open for acceptance for three months from the date the tender is opened. In case, the tenderer withdraws his tender or modifies it without the prior consent of KVAOWA, the earnest money deposit shall be liable to be forfeited, at the sole discretion of the President KVAOWA.
19. KVAOWA reserves the right to reject any or all the tenders without assigning any reasons what so ever.
20. KVAOWA reserves the right to accept the tender in whole or in part. The contractor shall be bound to perform the same at his quoted rates.
21. Within 10 days of the award of the contract, the contractor shall sign a formal agreement with KVAOWA. Failure on the part of the contractor to do so shall make him liable to forfeit his claim to the refund of Earnest Money deposit, and KVAOWA shall have full powers to carry out the work at the contractor's cost and risk.
22. If the contractor does not intend to submit the tender, the blank tender documents shall be returned, and no refund on this account shall be made.
23. Instructions to tenders shall form part of the contract.

24. The tenderers have to submit two bids in two separate covers i.e. (A) Prequalification bid & (B) Financial bid. Both the bids should first be sealed in separate covers. Words- "(A) Pre- qualification bid" shall be written on the envelope containing pre- qualification bid and the envelope containing Financial bid shall bear the words "(B) Financial bid." Both the bids then are enclosed in a bigger envelope, which should also be properly sealed. On the top of this envelope, words "Tenders for Security Service and should be legibly written. The earnest money of Rs. 1,00,00/- (One Lakh only) should be enclosed with pre-qualification bid as otherwise this tender will be summarily rejected.
25. In the first instance, cover containing the pre-qualification bid will be opened. The covers containing financial bids of only those tenderers will be opened, who have been found technically qualified for security contract on the basis of satisfying of minimum conditions laid down in the pre-qualification bid from. However, KVAOWA reserves the right to open both bids simultaneously.
26. The tenderer would indicate the minimum qualifications and experience of each category of the personnel, which would be deployed by him/ them.
27. **20% of the total Guards shall be Ex-servicemen up to 50 years of age with minimum educational qualifications equivalent to Matriculation and with exemplary character. Civilian guards properly trained and physically fit with a minimum education of Matriculation, and three years' experience in security, between the age of 25 & 50 years only shall be deployed. Contractor shall submit police verification in case of each guard deployed, before his actual deployment.**
28. The security Agency selected for award of work will have to submit to KVAOWA for approval a detailed security manual duly prepared in consultation with KVAOWA taking into account all possible aspects and requirements of security, within 1 week of the receipt of information by them of their having been selected as an agency for maintenance of security at KVAOWA complex.
29. The tenderer would specify the number of security manpower under each category, required to be deployed. Number of personnel required under the following categories shall be indicated:
- i) Security Officer
 - ii) Security Supervisor
 - iii) Lady Guards
 - iv) Security Guards (EX- Service Man)
 - v) Security Guards (civilians)

The tender would also indicate the minimum qualification for each category of personnel listed above. The monthly cost of each category of personnel would also be indicated with the following break-up:

- i Minimum Wage
- ii PF %
- iii ESI %
- iv Bonus %
- v Leave salary %
- vi Relieving charges %
- vii Gratuity
- viii Uniform Charges

The total monthly cost of each of the above category of personnel worked out on the above basis will be quoted in the appropriate column for rate per month for 8 hours shift & 12 hours shift separately.

31. Certain equipments & aids are necessary for ensuring efficient and effective security system. The tenderer shall provide such aids & equipments to his staff at his cost and he shall indicate the same in the form provided in the Financial Bid Format.

TECHNICAL BID FORM

The technical bid is being invited to decide whether the tenderer is technically qualified to secure the contract. To be eligible the tender is required to satisfy condition of a minimum (a) annual turnover of Rs. 10 .00 (Ten) crores during the last 3 years and (b) 10 (Ten) years of experience in security business.

The Agency should enclose their complete details, organizational chart profile & brochure.

The tendering agency shall also supply information supported by the documentary evidence, an additional sheet may be appended. The tenderer may sign the bid form and the appended sheet if any.

1. Name of the Agency:
2. Legal status of the Agency: Firm/ Proprietorship concern/ Pvt. Ltd. Co.
3. Postal address.
 - a) Name of the contact person with address .
 - b) Name, designation and address of the person (s) authorized to sign On behalf of the bidding firm.
4.
 - a) Telephone No.
 - b) Fax No.
 - c) Email id.
5.
 - a) Place of headquarter or Corporate Office of the Agency.
 - b) Date of Establishment & Registration of the firm and Documentary proof.

6. I) Annual Turnover of the agency

For each of the following

Financial years:

2017-2018

2018-2019

2019-2020

7. I) Persons employed / Ex- Serviceman
II) Training facility

(Supported documentary evidence
In the form of audited financial statement)

Signature of the Tenderer

Name:

Designation:

The agency applying for this tender should produce the following clearance certificates.

1. PF Registration Certificate.
2. ESI Registration Certificate.
3. Clearance Certificated from the Sales Tax Department /GST with regard to works contract tax, if required as per the law.
4. Clearance Certificates from the Income Tax Department for the previous years.
5. PAN Number.
6. Service Tax Number.
7. Pasara License details with photocopy.

The agency will also be required to submit an undertaking that no legal suit / departmental action is pending with regard to any violation in the PF Act, ESI Act, Labour Laws etc. & provide details in case there is any suit pending against the agency.

FINANCIAL BID FORM

The tenderers may please quote their complete rates. The rates should be competitive. All statutory requirements will be the responsibility of the tenderer. Please quote your rates as per the requirements indicated at Sl. No. 30 of Instructions to Tenderers. To provide effective and security certain minimum equipments and need to be supplied to the security personnel. The tenderer is to quote rate for these items in the prescribed format.

Total cost of manpower proposed to be engaged.

Description of Manpower	Tentative Requirement of Manpower	Consolidated		Total Rate	
		Rate P.M. For 8 hrs. Shift (Rs.)	Rate P.M. For 12 hrs. Shift (Rs.)	P. M. 8 hrs Shift (Rs.)	P.M. 12 hrs Shift (Rs.)

Personnel covered under the Minimum Wages Act:

i)	Security officer (Ex- Serviceman)	1			
ii)	Supervisor (Ex- Serviceman)	2			
iii)	Lady Guard	2			
iv)	Security Guards (Ex- Serviceman)	8			
v)	Security Guards (Civilians)	40			
vi)	S.T.F	2			

NOTE:

- A. Any increase in minimum wages during the contract period shall have to be borne by the Contractor.
- B. The agency shall provide the following equipments free of cost to KVAOWA and to Security staff.
 - i) One active mobile phone connection with latest available instruments for KVAOWA. (Inclusive of all monthly recurring expenses)
 - ii) Hand Set Wireless Communication equipments to Security officer and Supervisors and one to each Security guards at KVAOWA Complex
 - iii) Bike
 - iv) Bicycles
 - v) Batons
 - vi) Search Light
 - Vii) Torch

Tenderer may consider the cost implication in their price bid.

Qualification of each Category of Security personnel:

SO (Retied officer of Army or BSF/ ITBP/CISF/CRPF)

Supervisor (Retied officer of Army or BSF/ ITBP/CISF/CRPF)

Lady Guard

Security Guards (EX-Service man) along with their grade

Security Guards (Civilian)

STF

Details of equipments or aids proposed to be supplied by the tenderer to security personnel for efficient man power within the scope of work:

S.No:	Description	Make	Required No. of Aids
i)			
ii)			
iii)			
iv)			

Signatures of the Tenderer

Name:

Designation:

SERVICES TO BE RENDERED BY THE SECURITY AGENCY

1. To provide protection and safety to KVAOWA and Resident's properties both movable & immovable by providing fool proof security in the entire KVAOWA Complex within the perimeter, utility buildings which houses electrical substations, DG sets telephone exchange, control room, parking areas, other open areas, authorized shops all floor of buildings including terraces, stair cases and building under construction, KVAOWA Office & gates etc. and to prevent pilferage theft and sabotage.
2. To provide protection and safety to occupiers and visitors & their personal property.
3. To deal with any kind of protests, demonstrations and any kind of unruly or disorderly situation, by exercising effective crowd control.
4. To exercise effective control on the entry of unscrupulous and undesirable elements by exercising effective screening. To ensure orderly and trouble-free operation of scheduled and authorized functions and activities held in the premises and prevent unauthorized function and any kind of disturbance and disruption of any lawful activity in and around KVAOWA premises.
5. To deal effectively with unforeseen contingencies like fire, flood and bomb threat etc.
6. To regulate the entry & exit of persons with a view to ensure entry only of genuine persons and permitting only authorized contractors and labour to enter & work in the premises by devising a suitable mechanism in consultation with KVAOWA authorities. He shall maintain records of visitors and outside vehicles entering the KVAOWA complex.
7. To welcome and guide the guests & genuine visitors to their destinations.
8. To implement, management instructions and guidelines given from time to time and to advise management on security matters and to carry out regular assessment of the security needs and security systems with a view to make effective improvements in consultation with KVAOWA management.
9. To ensure prevention and safety of all areas of the KVAOWA complex.
10. To administer First Aid to the occupants, guests in case of any emergency.
11. To attend to the crimes and offenses taking place at the premises and take effective steps to deal with them which would include preservation of the evidence relating to

crime and other related duties like informing the police, management and other concerned authorities and follow up action with police in consultation with management.

- 12. To collect intelligence on likely activates in KVAOWA complex prepare and submit daily report on the negative incidents occurring and observed in the premises to the KVAOWA management and to take necessary preventive remedial steps to avoid their reoccurrence.
- 13. To liaise with local police, fire brigade and relevant government/ public agencies and secure their speedy assistance whenever required.
- 14. **To evolve and implement an effective patrolling, inspecting reporting and reacting system in the premises with a view to ensure the following:**
 - To check all fire doors & exits to ensure that they are closed and are free of obstructions and also to verify existence of exit signs.
 - That the fire exit stairways are well lit and that fire extinguishers, sprinklers, alarm system, smoke/heat detectors, fire pumps, emergency generators, hose pipes and first aid equipments and medicines are available and in working condition.
 - To ensure that no room/enclosure terrace doors which is supposed to be locked remains open.
 - To verify that other necessary equipments and accessories are in working order.
 - To ensure that the lights in the parking areas, corridors and other security sensitive areas are working and are in order, as per policy of management.
 - To ensure that no unauthorized person or suspicious character is present in the premises.
 - To find if any KVAOWA or private property is lying loose, unattended and unprotected anywhere inside the premises.
 - To ensure that all entrances and exits except one as required to be operated at night are closed.
 - To ensure that KVAOWA maintenance staff is available at required points and to give written report of absence / dereliction to duty to the management.
- 15. To regulate the incoming and outgoing movable property and material with a view to prevent theft, pilferage and unauthorized transportation.

- 16. To carry out regular surveillance of entrances and exits both physically.
- 17. To regulate arrangements in the parking areas with a view to ensure:
 - Proper security of the areas.
 - To regulate orderly movement of incoming & outgoing vehicles.
 - To ensure vehicles are parked at assigned parking areas.
 - To ensure that only authorized vehicles are allowed parking and that no unauthorized person is allowed to drive a vehicle out from the complex.
 - To provide parking booth attendants to issue tokens and collect parking charges if levied as per policy of management.
- 18. To regulate and coordinate the working of various maintenance agencies inside the areas in a manner that no unauthorized person are allowed entry and no contractors or their workers are permitted to pilfer property.
- 19. To prevent the entry of vendors and hawkers inside the premises.
- 20. To arrange training of the security personnel in respect of the jobs being performed by them on a regular basis which would comprise of drills relating to (a) sounding a fire alarm, (b) use of hose pipes, fire extinguishers, smoke/ heat detectors & other fire fighting equipments, (c) use of First Aid equipments..
- 21. To provide Security for the office of the KVAOWA and its subsidiary establishment.
- 22. The Contractor, within his scope of work, will provide all stationery item, for their employees, such as registers, pens, pencils and other such items for noting down the necessary details in Parking areas, gates, offices mentioned above and other areas in the scope of work mentioned above and any other records as required/informed by KVAOWA from time to time and visitor's temporary passes.
- 23. The Contractor will keep the KVAOWA Complex free of stray dogs/monkeys and other animals under his own arrangement & as per Govt. guidelines.
- 24. The tentative deployment of manpower at KVAOWA with about 25 persons in a shift is as given below. It will be modified as per requirement from time to time.

<u>Designation</u>	<u>Shift 8hrs/12 hrs</u>	<u>Location</u>
Security Officer	1	Unit Incharge (Control Room)
Supervisor	1x2	Gate Incharge
Security Guard	1x2	Eastern side Area
Security Guard	1x2	Western side area
Security Guard	2x2	Gate No.-1
Security Guard	1x2	Gate No.-2
Security Guard	1x2	Gate No.-3

Security Guard	1x2	Commercial Complex- I (Sahyog)
Security Guard	1x2	Westrn Jn. of C & DX blocks Paschim marg
Security Guard	1x2	SW Corner of Complex
Security Guard	1x2	NW Corner of Complex
Security Guard	1x2	NE Corner of Complex
Security Guard	12x2	All MS Blocks
STF	2x1	Gate No.-1 (Day time & Night)
Lady Guard	2x1	Gate No.- 1 & Office (Day time)

During night, Patrolling shall be conducted in Western and Eastern zones by pooling from static guards Areas on eastern side of Roads separating DX and B Block and C and MS Block will be Eastern zone and on Western side as Western zone.

It is proposed to provide cameras/ monitors and others gadgets in near future & the above guards should be able to handle them & trained from time to time for the new technology gadgets provided in KVAOWA Society.

List of the guards given should be 50% more than the above requirement of KVAOWA, Gurugram to ensure any guards leaving / on leave etc are replaced with them. All guards will be interviewed & checked for their height & qualifications, etc & fit to perform duties properly.

GENERAL CONDITIONS OF CONTRACT**SUPPLY OF LABOUR:**

The contractor shall deploy security personnel in sufficient numbers to maintain very high standard of security. The contractor shall not employ, in connection with the security arrangements at KVAOWA, any personnel who do not satisfy the eligibility conditions described in the tender documents.

The contractor before start of the security job shall specify the minimum number of security personnel to be deployed for this job. Any reduction or increase in the number of personnel deployed shall be carried out with the express written approval of KVAOWA. The contractor shall also provide sufficient supervisory manpower to supervise the work and such personnel shall be will qualified for the job.

GENERAL:

All requirements under various labour statutory laws must be compiled with. Any default will be to the liabilities of the contractor and the contractor will reimburse any amount paid by the KVAOWA by way of default, interest and penalty.

The contractor undertakes to furnish all details as and when asked for by the KVAOWA and will also maintain and produce to the satisfaction of the KVAOWA management relevant records of all payments made by the contractor, which will be intimated to the management immediately.

The agency applying for this tender should produce following clearance certificates.

- PF Registration Certificate.
- ESI Registration Certificate.
- Clearance Certificate from the Sales Tax / GST Department with regards to works contract tax, if required as per the law.
- Clearance Certificates from the Income Tax Department for the previous year.
- PAN Number.
- Service Tax Number.
- Pasara License details and photocopy.

The agency will also be required to submit an undertaking that no legal suit/departmental action is pending with regard to any violation in the PF Act, ESI Act, Labour Laws etc. and provide details in case there is any suit pending against the agency.

Before taking up the contract the agency shall give details of the employees who shall work at the Kendriya Vihar premises and from time to time whenever there is any change.

The agency shall provide, for security reasons, the following details of the staff, proposed to be deployed viz. Total no. of staff proposed to be deployed, their name, age, residential address, category and scale of pay for the proper identification along with recent passport size photograph.

The agency shall provide to all its employees' uniform of the style, color pattern and specification as approved of KVAOWA

The contractor shall keep KVAOWA completely indemnified against any /all liabilities arising due to non compliance or delay in compliance of all statutory obligations.

The Contractor shall take out workmen comprehensive policy for Rs. 1 Crore (Rs. One Crore Only) covering all his workmen and submit the same to KVAOWA. This policy shall be in a joint name of KVAOWA and Contractor with KVAOWA name as the 1st party in the policy.

The Contractor shall not sub-contract/assign any part of the "Services" to be performed.

KVAOWA can disqualify the agency for not meeting any of the above requirements.

SUPPLY OF MANPOWER:

- The Contractor shall pay wages to manpower employed by him directly through Bank account cheque / transfer which shall not be less than the minimum wages, and DA, as notified by Govt. of Haryana from time to time.
- The contractor shall, wherever applicable, comply with the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Employees provident Fund & Miscellaneous Provisions Act 1952, ESI Act 1948, Employer's Liabukutt Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maternity Benefit Act 1961, and Contractor's Labour (Regulations and Abolition Act) 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- The Contractor shall indemnify the KVAOWA against any payment to be made under and for the observance of the above mentioned various laws & rules.

CONTRACT PRICES:

- The contract prices shall be firm for the entire period of contract. Any increase/s in the statutory wages by the Government/Court award should be envisaged in the quoted price. KVAOWA shall not, in such event, pay any enhancement/s to the contractor during the tenure of the contract.
- KVAOWA retain right to extend period of contract at the same rates of payments for a maximum period of 12 months, provided service is found to be highly satisfactory.

SECURITY DEPOSIT:

- On acceptance of contract the earnest money deposit (EMD) of Rs. 1,00,000/- (Rupees One Lakh Only) shall be treated as part of security deposit.
- The contractor shall pay security deposit equivalent to one month amount of contract of Rs. 10 Lakh (Rupees Ten Lakh only) whichever is less before signing of contract. This amount will include the Earnest money of Rs. 1 Lakh (Rs. One Lakh only) initially deposited along with the Tender.
- 50% of the security deposit will be refunded on successful completion of the contract. Balance 50% of the security deposit will be refunded within 3 months, after settlement of the final bill.
- All compensations or other sums of money payable by the Contractor under the terms of this Contract or any other Contract or any other account whatsoever may be deducted from or paid by the sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or may become due to the contractor by KVAOWA on any account whatsoever and in the event of his security deposit being reduced by reason of such deductions or sale as aforesaid, **the Contractor shall within fourteen days of receipt of notice of demand from KVAOWA make good the deficit.**
- No interest shall be payable to the contractor against the security deposit furnished / recovered from the Contractor by KVAOWA

DEDUCTION OF TAXES AT SOURCE

Taxes at source shall be deducted from all the payments, in accordance with the provisions of Income Tax Act, 1961, or any other relevant act in force.

ESTATE MANAGER (KVAOWA APPOINTEE)

- Estate Manager (EM) or his representative shall watch/ supervise the duties and test and examine any material to be used or workmanship employed in connection with the works.
- The President may from time to time, in writing, delegate to Estate Manager or to his representative any of the powers and authorities vested in the President as for as supervision and control of security staff is concerned.
- If the Contractor is dissatisfied with any decision of the Estate Manager or his representative, he shall be entitled to refer the matter to the President who shall thereupon confirm, revise or reverse or vary such decision.
- Office Bearer/Estate Manager will issue a certificate of satisfaction of work being done by the agency in an appropriate format and contractor shall submit same along with the monthly bills Certified by Estate Manager. Estate Manager will also point out any dissatisfaction in the level of service being provided. Estate Manager will specify if any penalty, as provided in the contract, to be levied.
- President, Secretary and Estate Manager or any of the E.C. members of KVAOWA may cross checks the deployment of staff at Kendriya Vihar at any time. The contractor shall ensure the availability of agreed staff as per the work order, once the contract is awarded.

PAYMENT ON ACCOUNT

- Bills shall be submitted by the Contractor monthly on first day of every month to the Estate Manager along with the record/ certification to the effect that all the liabilities owing out of compliance of the labour laws have been discharged for the work executed. The Estate Manager shall then arrange to have the bill verified after satisfying himself of the fact that such legal obligations have been discharged.

- Payment of the monthly Contractor's bills shall be made by KVAOWA within 7 day from the date of submission of the bill subject to, there being no dispute or discrepancy in the bill.
- Payment on account for amount admissible shall be made by the Treasurer by crossed account pay cheque after certifying the sum to which the Contractor is considered entitled by way of interim payment for the following: "All works executed, after deducting there from the amounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract".

Insurance under Workmen's Compensation Act and other liabilities: -

- For the purpose of this contract, the minimum wages of unskilled labour and of skilled and semi-skilled labour on the date of submission of the tender shall be taken. If, on account of any legislation, notification, labour award, the minimum wages of unskilled labour and of skilled and semi-skilled labour are increased at any time or times after the date of submission of the tender, the increase in cost has to be borne by the Contractor.
- In the event of there being, any increase of workmen's compensation, insurance premium under any law or any additional or new liability under the labour laws being imposed on the contractor after the date of submission of the tender, the additional expenditure incurred by the Contractor shall be borne by him and no claim shall be entertained by KVAOWA on account.
- The Contractor shall, at his own expense, comply with or caused to be complied with Model rules for labour welfare or rules framed by the Government from time to time for the protection of health of workers employed directly on the works. In case the contractor fails to make arrangement as aforesaid, KVAOWA shall be entitled to do so and recover the cost thereof from the Contractor.
- The Contractor shall, at his own expense, arrange for safety provisions as required by the Estate Manager, in respect of all labour directly or indirectly employed for the performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the KVAOWA shall be entitled to do so and recover the cost thereof from the Contractor.

Failure to comply with rules for labour welfare, safety code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the Contractor liable to pay to KVAOWA as damages and the amount as fixed by KVAOWA such matters based on reports from the inspecting officers as defined in the Contractor's labour regulation will be final and binding and deductions for recovery of such damages may be made from any amount payable to the Contractor.

OVERPAYMENTS & UNDERPAYMENTS:

Whenever any claim for the payment of a sum money to KVAOWA arises out of or under this Contract against the Contractor either he shall pay the claim on demand or the same may be deducted by KVAOWA from any sum due or which at any time thereafter may become due to the Contract under this Contract and failing that under any other Contract with KVAOWA or from any other sum due to the Contract with sum due to the Contractor the KVAOWA or from his security deposit with KVAOWA.

- KVAOWA reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstract etc. KVAOWA further reserves the right to enforce recovery of any over payment, when detected.
- If, as a result of such audit and technical examination, any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the contract; it shall be recovered by KVAOWA from the Contractor by any all the methods prescribed above. If any under payment is discovered, the amount shall be duly paid to the Contractor by KVAOWA. provided that the aforesaid right of KVAOWA to adjust over payments against amounts due to the Contractor under any other contract with KVAOWA shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a minus bill, from the date the amount payable by the contractor under the minus final bill is communicated to the Contractor.
- Any amount due to the Contractor under this contract for under payments may be adjusted against any amount then due or which may at any time thereafter become due before the payment is made to the contractor, from him to KVAOWA on any other contract or account whatsoever.
- **It any damage/theft is caused to the assets/property/office equipment of KVAOWA by staff or supervisor of the Contractor, or by their negligence then the Contractor shall bear the cost of repair or replacement. The decision of President KVAOWA in this regard shall be final and binding on the contractor.**
- **If any damage/theft of property/asset of any resident including that of property inside the flat /apartment is caused by the staff of contractor or by their negligence, the contractor shall bear cost of repair and cost of stolen items as mutually agreed between the contractor and the victim of theft.**

FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCATION IN SCOPE OF WORK:

- If, at any time after the acceptance of the tender, KVAOWA shall decide to abandon or reduce or increase the scope of work for any reasons whatsoever and hence not require the whole or any part of the work to be carried out, the Estate Manager shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of work in full but which he did not derive in consequence of the foreclosure of the whole or the part of the works.
- The contractor shall, as required by the KVAOWA, shall furnish books of account, wage books, muster rolls, PF returns, License with job on time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under these conditions.

CANCELLATION OF CONTRACT IN FULL OR PART:

- If, at any time, the Contractor makes default in proceeding with the works with due diligence, and continues to do so, after a notice in writing of 7 days from the Secretary/ Estate Manager, or commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it or fails to complete the items of work as per schedule attached and does not complete them within the period specified in the notice given to him in writing, KVAOWA may without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to KVAOWA, by written notice, cancel the contract.
- On such cancellation, KVAOWA shall have powers to take possession of the site and any materials thereon; and / or carry out the incomplete work by any means at the risk and cost of the contractor.
- Any excess expenditure incurred or to be incurred by KVAOWA in completing the works or part of the works, or the excess, loss or damages suffered or may be suffered by the aforesaid, after allowing such credit as shall be due, shall be recovered from any money due to the Contractor on any account, and if such money is not sufficient, the Contractor shall be called upon in writing to pay the same within 30 days.

ARBITRATION:

- The provisions of the Arbitration Act 1940, or any statutory modification or reenactment and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

- It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.
- The arbitrator shall be appointed by the President of KVAOWA as mutually agreed.
- The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.
- The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings, and no payment due or payable to the Contractor shall be withheld on account of such proceedings.
- The arbitrator shall be deemed to have entered on the reference on the date, he issues notice to both the parties fixing the date of the first hearing. The arbitrator shall give a separate & reasoned award in respect of each dispute.
- The venue of arbitration shall be within Gurugram, such place, as may be fixed by the Arbitrator with his sole discretion within Gurugram.
- The award of arbitrator shall be final, conclusive and binding on all parties to this Contract.
- The cost of arbitrator shall be borne by the parties to the dispute as may be decided by the arbitration (s).

LAWS GOVERNING THE CONTRACT:

- The Indian Laws in force shall govern this contract and courts of Law in Gurgaon shall have jurisdiction on any dispute about any of the terms of Contract.

OTHER TERMS & CONDITIONS OF THE CONTRACT:

Contractor's Staff:

- The Contractor shall ensure that the workers are properly dressed and in uniforms, as approved by KVAOWA. Identity cards must be carried and displayed by each of his staff at all times Movement in the Complex shall be done only on bonafide works. General discipline and good behavior shall be maintained by his staff and at all times and shall enforce same on residents/visitors.
- The Contractor shall not at all any time do cause or permit any nuisance in area of the work in offices or do allow anything which shall cause unnecessary disturbance of inconvenience to owners, tenants or occupants of other properties near the work area and to the public generally. If any security personnel are found creating any nuisance then the contractor shall remove his services (After making him all the payments and dues) on the specific recommendation of Office Bearer/ Estate Manager.

Removal of Workmen:

- The Contractor shall employ, and for the execution of various works, only such persons as are skilled and experienced in their trades and submit the list of workers so employed, and the President, Secretary or Estate Manager shall be at liberty to object to and require the Contractor to remove from the works any person employed by the contractor who in the opinion of the such person misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the President, Secretary. Decision of the President KVAOWA in this respect shall be final and binding on the contractor.

Instructions and Notices:

Subject to otherwise provided in the contract, all notices to be given on behalf of KVAOWA and all other actions to be taken on its behalf may be given by the President/Secretary or the Estate Manager or any officer for the time being entrusted with such functions, duties and powers.

All instructions, notices and communications etc., under the Contract shall be given in writing and if sent by the Registered Post to the last place of abode or business of the contractor, shall be deemed to have been served on the date when in the ordinary course of the post these would have been delivered to him.

The Contractor or his representative shall be in attendance at the work places during the working hours and shall superintend the execution of the works with such additional assistance in, as the KVAOWA may considered necessary. Orders given to the Contractor's representative shall be considered to have the same force as if they had been given to the Contractor himself.

The Estate Manager communicate or confirm the instructions to the Contractor in respect of work in a site order book maintained in the office of KVAOWA and the Contractor or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor, he shall be furnished a certified true copy of such instruction (s).

KVAOWA shall have absolutely no liability/responsibility whatsoever concerning the Contractor's employees for any reason.

The Contractor shall be solely responsible for staff deployed by him in all matters relating to their performance, claims etc. He shall indemnify KVAOWA against any payment to be made under various labour laws and for the observance of this.

The Contractor shall obtain, at his own cost, all permissions and licenses etc., under various laws/ regulations/ rules, which are prevailing, or which may be enforced during the currency of Contract in connection with carrying out obligations under this contract.

SPECIAL CONDITIONS OF CONTRACT

1. The contractor after award of the work will have to submit a detailed security manual to KVAOWA in the prescribed period as indicated in the instructions to tenderers on specific communication issued by KVAOWA. It shall cover all aspects of foolproof security arrangement for the complex.
2. The security personnel employed by the agency shall be well trained in their job, and shall be smart, energetic having sound physique and good knowledge of English & Hindi, and shall also satisfy the eligibility qualifications indicated in the instructions to tenderers.
3. The supervisory staff deployed by the contractor shall be Ex- Servicemen of suitable rank of not less than JCO (Subedar) in case of Security Officer and Naib Subedar in respect of security supervisor. The respective ranks of these two cadres in case they are drawn from paramilitary forces like BSF, CRPF, Assam Rifles, CISF & ITB will SI and ASI. They will have exemplary character and properly educated. Security Officer (Subedar/SI rank) will have educational qualifications of graduation standard.
4. The contractor should carry out periodic rotation of the security personnel within the complex to ensure maximum efficiency. Security personnel found unfit or negligent in their duty shall, however, be removed from their duty at the center.
5. The contractor shall have to arrange to provide proper uniforms, shoes, belts, whistles, name plates, jerseys, umbrellas, badges, torches, batteries, batons, etc. and such other items as required and necessary for smart turn out of the security personnel.
6. In the event of any loss due to theft or otherwise due to the negligence of the agency's employees, the Agency shall make good the loss sustained by the employer, either by proper replacement or on payment of adequate compensation so that the lost item can be replaced.
7. The deployed security personnel will have to carry their identity cards on duty, the cost of which shall be borne by the contractor. They should be registered with local police for verification of their conduct, character and bonafide. However, the contractor will have to submit to the designated officer of KVAOWA the following details at the time of their first posting at the center:

- i) Name
 - ii) Father's name
 - iii) Age
 - iv) Address
 - a)Permanent
 - b)Local
 - v) Nearest police station for
 - a)
 - b)
 - vi) Experience and qualifications.
 - vii) Height.
8. The deployment of the security staff is supposed to be round the clock and duty working schedule shall be of twelve hours and there shall be two shifts covering all the 24 hours for all the seven days of a week irrespective of Sundays and holidays. For any of staff not reporting on duty, the replacement will be given & the staff on duty will not extend his duty as overtime.
9. The contractor shall comply with all instructions issued by KVAOWA from time to time. Non – compliance of these instructions will entail penalty to be decided by KVAOWA. In this matter, the decision of President, KVAOWA shall be final.
10. KVAOWA will provide suitable office space to the agency.
11. **Subletting of the contract in full or any part thereof will lead to the cancellation of the contract and will make the contractor liable for attracting punitive action by the KVAOWA.**
12. If, at any time, any security personnel is found absent, deduction will be made at twice the rate of wages payable to him per day and in case of any surprise check/ raid if any security personnel is found sleeping while on duty, a penalty @ Rs. 1,000/- will be levied for each such surprise check/ raid per member.
13. The Contractor must be registered contractor and must have license under Contractor Labour (Regulation and Abolition) Act, 1970. The contractor shall obtain the labour license under this contract and submit the same along with tender documents.
14. It must be ensured by the contractor that there is not shift change delay and the person for the next shift arrive half an hour before the previous shift is over and take full charge from the outgoing incumbent.

15. The guards on duty shall be well behaved, polite and courteous.
16. The guards on duty should be in their position and should not be found chatting with one another during the duty hours.
17. Once the shift of a particular guard is over he should not be found in the office premises chatting with guards/ cleaners or outsiders.
18. In case of fire breaking out, the guard on duty shall inform the Fire Brigade and the Security Supervisor immediately; They shall train the Security Guards employed by the agency in the use of fire detection and alarm system installed in the office premises and shall also be trained in using the fire extinguisher if fire breaks out.
19. The agency shall maintain close liaison with local authorities, police and fire brigades. Contractor shall file FIRs with local police in the case of theft /loss of KVAOWA property; with approval of Secretary, KVAOWA and shall assist residents in Filing FIRs for loss/ theft of their property.
20. **The agency shall conduct periodical survey to check the effectiveness of the fire detection and alarm system installed in the premises and shall immediately bring to the notice of the authorities, if any of the installations is not working properly; and effectively.**
21. Contractor shall ensure that publicity buntings, banners, leaflets, notices, boards, stickers, wall posts etc are not displayed in the campus by persons not authorized or allowed by KVAOWA.
22. The agency shall be bound to perform the assigned job even though the same may not have been included in the schedule of service of services. The changes, if any, for these extension services shall be settled immediately.
23. The Contractor shall make arrangement to issue identity cards at his cost to each of his Workman, supervisor and staff for entry into the premises.
24. In case it is felt by the President, Secretary/ Estate Manager or his authorized representative, that any workman or supervisor of the Contractor is not suitable for carrying out the job or for supervision inside the KVAOWA premises, then the workman or the supervisor is to be replaced immediately by the Contractor on receiving official communication from KVAOWA.

25. **Extension of contract:** If the contractor shall desire an extension of contract he shall apply in writing to the President 30 days before expiry of the Contract; and extension for a further period maximum of Twelve (12) months can be made on mutually agreed rates and conditions.
26. **Termination of contract:** In the event of the contractor committing breach of any of the terms and conditions herein contained and/or required to be observed and to be performed by the contractor, for the satisfactory and faithful performance of the contract, KVAOWA shall be at liberty to terminate this contract by giving one month's notice and without assigning any reasons, and KVAOWA shall be entitled to forfeit the security deposit or any part thereof.
27. **In case of any accident/ damage etc caused due to the negligence of the staff deployed by the contractor, the loss shall have to be made good by the contractor.**
28. Contractor shall be allowed free use of water, electricity and designated area in the building, for bonafide use for office and storage and performance of this contract.
29. **The KVAOWA authorities shall review performance of the contractor's work every quarter, wherein senior executive of the contracting firm will have to be present.**
30. All office equipments such as table, chairs, computers, fax machines, printers, pens, pencils, and other such items like guns, sticks, baton, whistles, etc will be arranged by the contractor for his employees. The contractor, for discharging their liabilities as per the contract agreements, will not utilize any facility available at KVAOWA Office, unless otherwise agreed in writing by KVAOWA.
31. Telephone facility will be provided by KVAOWA as per the requirement of contractor. The charges will be billed to the contractor as per the BSNL bills, on the rates applicable from BSNL from time to time.
32. All the complaints shall be routed through the Central Control room, which is manned on a 24-hours basis. Even if the contractor receives the complaint directly, the same may be forwarded to the control room for necessary follow up and action. The contractor shall follow the call logging and rectification procedures, which are in force from time to time.
33. The security staff deployed by the Contractor shall not accept any gratification or reward in any shape or form from the visitors or the residents in the client's premises.

34. The contractor shall ensure that the security staff deployed by him shall not engage in any other profession, work or activity detrimental to the interest of the security duties of the clients' premises.

35. **CONFIDENTIALITY**

The contractor or his staff shall not, at any time, divulge or make known any matter or transaction undertaken or handled by the client and shall not disclose to any person any information relating to the instructions of the client.

ADDITIONAL TERMS & CONDITIONS.

1. The Contractor shall be fully responsible for smooth taking over as well as handing over of the work from & to other agency(ies) on starting/or expiry/termination of the contract. He shall be responsible & also settle all issues viz retrenchment benefits, P/F, Gratuity, Livery, Bonus, Leaves, E.S.I., etc. pertaining to currency of his contract to his workers as per law & acknowledgement submitted to KVAOWA Thereafter only his security deposit shall be refunded.
2. The contractor shall pay & continue to pay during contract and also pay till full and final settlement with the labour(s) or workers for all statutory requirements applicable as per rules and applicable law, including gratuity/retrenchment benefits pertaining to the currency of the contract. He shall indemnify KVAOWA and shall keep KVAOWA indemnified against such claims.
3. The contractor shall be fully responsible & liable for payment & settlement for all the matters arising out of labour employment & benefits, labour court or court of law. HE shall represent himself as well as may also represent KVAOWA in labour court or court of law, and shall care of all responsibilities & liabilities, cost on this behalf. KVAOWA shall not be responsible or pay other than rates agreed to in the proposed contract.
4. The contractor shall abide with Contract Labour (Regulation & Abolition Act) and State of Haryana Rules.