

CENTRAL RAILSIDE WAREHOUSE COMPANY LTD.

(A Govt. of India Enterprise)

E-Tender

For

**Appointment of Service Provider (Security Services) for
providing Security Services at RWCs IN MAHARASHTRA**

.....

**Corporate Office: Ground Floor, Pragati Maidan Metro
Station Building,**

New Delhi-110001, Website: www.crwc.in

Phone: 011-23480120, FAX: 23379434

TABLE OF CONTENTS

<u>CONTENTS</u>	<u>PAGE No's</u>
TENDER NOTICE	3-5
TENDER LETTER	6-7
TENDER DOCUMENT	8-24

ANNEXURES

A & A-1 LETTER FROM BIDDER & SCHEDULE OF RATES	25-26
B DUTY DETAIL	27
C TECHNICAL BID	28-29
D AGREEMENT	30-37
E CERTIFICATE FOR NON-BLACKLISTING	38
F FORMAT OF BANK GUARANTEE	39-40
G COMPLIANCE OF STATUTORY REQUIREMENT	41
H TURNOVER CERTIFICATE	42

NOTICE INVITING TENDER

The Central Railside Warehouse Company Ltd. (CRWC) invites online e-Tenders under two bid system from professionally Competent and financially sound interested parties for appointment of Security Service Provider for providing Security Guards at **RWCs situated in the state of Maharashtra** as per details given below for a period of three **(03) years** which is extendable by further **three (03) months** at the same rates, terms and conditions at the sole discretion of CRWC. The Security Service Provider shall execute the contract as per the directions and control of the Central Railside Warehouse Company Ltd. (CRWC), New Delhi.

S No.	Details of Tender enquiry	
1.	Name of the RWC	1) RWC Nasik Road 2) RWC Saswad Road Pune 3) RWC Badnera
2.	Estimated value of contract:	Rs 35838935/-
3.	Annual value of contract:	Rs 11946312/-
4.	Sale/downloading of tender	From 1100 hrs of 28/10/2019 To 2359 hrs of 18/11/2019
5.	Last date & Time of online submission of Tender	19/11/2019 up to 1500 hrs.
6.	Date & time of online opening of Tenders (Technical Bid)	19/11/2019 at 1530 hrs.
7.	Date and Time of online submission of (i) Processing Fee Rs. 5900/- (ii) Cost of tender Rs. 2000/- (iii) EMD Rs 350000/-	Up to 2400 hours on 18/11/2019
8.	Security Deposit.	Rs.1750000/-

NOTE & OTHER DETAILS:-

- Each tenderer shall deposit Rs. 5900 /- towards processing fee of tender document inclusive of Goods and Service Tax (GST) on or before 2400 hours of 18/11/2019 through e-payment system.**
- Bidder must upload digitally signed scanned copies of referred documents in support of their eligibility of bid. In the event of any document found fabricated/forged/tampered/altered/manipulated during verification, then the EMD of the bidder shall be forfeited and he would be disqualified for future participation in the tender of CRWC works for the next 05 (Five) years.
- Bidder who wishes to participate in the e-tendering will have to procure valid digital signature certificate as per Information Technology Act, 2000. Bidders can procure the digital signature certificate from any of the Govt, approved certifying agency.
- DOWNLOADING OF TENDER DOCUMENT:** The tender document for this work is available only in electronic format which bidder can download from the website given under Para 7.
- SUBMISSION OF TENDER:** Tenderer shall submit his offer in electronic format on the website on or before the scheduled date and time as mentioned above. **No offer in physical form will be accepted** and any such offer if received by CRWC will be out rightly rejected. Bidder will have also to submit tender cost and EMD online through e-payment mode only. The details of e-payment are available on <https://crwc.euniwizarde.com>;

Duly digitally signed Price Bid as per schedule given under **Annexure A & A1** of the Tender form shall be submitted through e-tender process only. The rates must be filled in words & figures.

6. The Tenderer who wish to download the tender form from website may ensure that they fulfil the requirement as mentioned under clause no. 3.2 of the instructions for submission of tender. (Chapter-I)

7. Tender form embodying terms & conditions of the contract and other details can be viewed from website www.crwc.in, www.cewacor.nic.in, <http://www.tenderhome.com> and <http://www.eprocure.gov.in>. The tender can be downloaded from <https://crwc.euniwizarde.com> against payment of tender cost.

8. All such Tender documents downloaded from the website will be legally valid for participating up to its closure day/time.

9. Bidders who wish to participate in online tender have to register with the website through the “**New user registration**” link provided on the home page of <https://crwc.euniwizarde.com> Bidder will create login ID and password on their own registration process.

10. The digital signature certificate is normally issued within two working days. The interested bidders are requested to apply for the same well in advance. In case validity of digital signature certificate has expired, the bidders are advised to get it renewed immediately.

11. Bidders who wish to participate in e-tender need to fill data in pre-defined forms of technical bid and price bid in Excel format only.

12. Bidders should upload scanned copies of requisite documents in support of their eligibility of the bid as defined in the instructions for submission of tender. (Chapter-I) through General Documents provided in the website.

13. After filling data in pre-defined forms, bidder needs to click on final submission link to submit their encrypted bid.

14. The tenders are to be submitted in two parts, **part-I containing technical specifications and part-II containing financial offer** i.e. technical bid and price bid through e-tender process only.

15. The **cost of Tender form Rs. 2000/-** has to be paid for such downloaded tender form on or before the date & time as specified in the NIT through e-payment mode only.

MSEs registered bidder are exempted from payment of EMD and cost of tender form. Their registration should be valid as on date of submission of tender and they should mention the terminal validity of their Registration, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.03.2012 or any other notification issued thereafter.

16. In case the EMD, cost of tender form and processing fee is not actually credited in the accounts as specified above and confirmed on or before the date and time as specified in NIT, the tender shall not be considered further irrespective of the bidders claim that the same has been transferred to the aforesaid account but due to fault of the agency/ bank it is not credited. Bidder will be allowed to submit bid only when the EMD is successfully received and the information flows from bank to e-procurement system. It is advised that the payment of EMD should be made at least 2 days prior to due date and time of submission of tender to avoid any complications in submitting online bid before the schedule last date and time of submission.

17. Any clarification regarding online participation, they can contact:-

M/s ITI Limited (Govt. of India undertaking)
F-29, Ground Floor, Dooravaninagar, Bengaluru- 560016
Telephone No. (91)(80) 25660522

For local assistance you may call at the following helpline Numbers:

(a) Mr. Samabesh, Mobile No.:9355030634

(b) Mr.Akhtar, Mobile No.: 9891233818

Tender containing page **02 to 24 and 27 to 42** of this NIT is part of tender document. **Page 25-26** are price bid.

18. Intending Tenderers are advised to visit the place of operations for acquainting themselves with the nature of work involved in their own interest before submitting the Tender.

19. Conditional Tender and the Tender not accompanied by the cost of Tender form and EMD shall be summarily rejected.

20. The Tenderer should have experience of one year out of preceding three years from the date of NIT in the work of Security in Central/ State Govt. Organisation/ PSU/ Co-operatives or Companies Registered under Companies Act.

21. The Tenderer should have valid license under **PSARA 2005** from concerned State Authorities.

22. The tenderer should have achieved minimum average turnover of **Rs. 10751680** /- (**i.e. 30% of estimated value of contract**) **during three preceding financial years from the date of NIT from the WORK OF SECURITY SERVICES** duly certified by Chartered Accountancy firm as per prescribed format enclosed at **Annexure-H**.

23. It will be the responsibility of the tenderer to ensure that all the documents to fulfil eligibility criteria as per NIT/tender conditions have been properly uploaded well in advance on or before the last date & time for submission of the tender as stipulated in the NIT. No documents in physical form will be accepted. Any information received without proper documents uploaded in the website to satisfy eligibility criteria shall not be entertained.

24. All the documents uploaded in the website to satisfy eligibility criteria should be SERIALY PAGE NUMBERED in the sequence to the documents sought to fulfil eligibility criteria so that the same can be linked properly.

25. The price bid of only those bidders (s) will be opened who are technically qualified.

26. CRWC reserves the right to reject any or all the Tenders without assigning any reason and does not bind itself to accept the lowest or any tender.

DY. GEN. MANAGER (COMM)

TENDER LETTER

Dear Sir,

Sub: Contract for Appointment of Service Provider (Security Services) at RWCs situated in the state of Maharashtra.

The tender for appointment of Security Service provider for a period of three (3) years and extendable for 3 months on the same rates, terms and conditions, comprising of the following chapters and annexure:

Chapter I	-	INSTRUCTION FOR SUBMISSION OF TENDERS
Chapter II	-	TERMS AND CONDITIONS OF THE CONTRACT
Annexure 'A' & 'A-1'	-	SCHEDULE OF RATES (PRICE BID)
Annexure 'B'	-	DUTY DETAILS
Annexure 'C'	-	TECHNICAL BID.
Annexure 'D'	-	AGREEMENT
Annexure 'E'	-	CERTIFICATE FOR NON-BLACKLISTING
Annexure 'F'	-	FORMAT FOR BANK GUARANTEE BOND
Annexure 'G'	-	COMPLIANCE OF STATUTORY REQUIREMENTS
Annexure 'H'	-	FORMAT FOR TURNOVER CERTIFICATE

The bidders are advised to go through the tender document carefully and understand various provisions contained therein along with their implications.

It is requested to upload the offer in electronic format under **two bid system** i.e. technical bid along with documents mentioned in the eligibility criteria and financial bid i.e. price bid. Please ensure that all the documents listed in this chapter are complete in all respects before submission.

It may please be noted that CRWC reserves the right to:-

- i)** To extend the date of submission of the tender.
- ii)** Relax the tender conditions at any stage, if considered necessary for the purpose of finalizing the contract in overall interest of CRWC and Trade.
- iii)** Re-tender or modify the terms and conditions of the tender. It also reserves rights to negotiate the rates with the lowest tenderer i.e. L-1.
- iv)** *Disqualify the Tenderers black listed by State / Central Govt. undertakings / PSUs or whose contracts have been terminated on account of poor performance. If the proprietor/any of the partners of the Tenderer firm/any of the Directors of the tenderer company/any of the Directors or Members of the governing body of the Society have been at*

any time, convicted by a Court for an offence involving moral turpitude, such Bidder will be ineligible

- v) To award the contract for security service to a single bidder to do all the works specified in the tender document as this is non-divisible tender.

It is requested to peruse the tender documents carefully so as to avoid rejection of the tender due to non-compliance in reference to eligibility criteria & Terms and Conditions.

Thanking you,

Yours faithfully,

DY. GEN. MANAGER (COMM)
For and on behalf of
Central Railside Warehouse Company Limited

TENDER DOCUMENT

OPEN TENDER FOR APPOINTMENT OF SECURITY SERVICE PROVIDER FOR PROVIDING SECURITY GUARDS AT RWC SITUATED IN THE STATE OF MAHARASHTRA FOR A PERIOD OF 03 (THREE) YEARS FROM THE DATE OF AWARD OF CONTRACT WHICH IS EXTENDABLE FOR FURTHER 03 MONTHS.

S No	Details of Tender enquiry	
1.	Sale/downloading of tender	From 1100 hrs of 28/10/2019 To 2359 hrs of 18/11/2019
2.	Last date & Time of online submission of Tender	19/11/2019 up to 1500 hrs
3.	Date & time of online opening of Tenders (Technical Bid)	19/11/2019 at 1530 hrs.
4.	Date and Time of online submission of (i) Processing Fee Rs. 5900/- (ii) Cost of tender Rs. 2000/- (iii) EMD Rs 350000/-	Up to 2400 hours on 18/11/2019

Notes / Instructions:

- (i) The Tender Form is not transferable under any circumstances.
- (ii) The documents as specified in NIT are required to be uploaded online without tampering with any of the folios thereof i.e., none of the Annexure of tender should be detached and retained by the intending Tenderer. All folios shall be submitted in the manner required duly fulfilling all the conditions mentioned therein.
- (iii) **Each and every supporting document uploaded should be duly signed by the intending tenderer at the time of submission.**
- (iv) Failure to comply with conditions will render the tender liable to be rejected.
- (v) **SUBMISSION OF TENDER:** Tenderer shall submit his offer in electronic format on the website on or before the scheduled date and time as mentioned above. **No offer in physical form will be accepted** and any such offer, if received by CRWC will be out rightly rejected. Bidder will have also to submit tender cost and EMD online through e-payment mode only. The details of e-payment are available on <https://crwc.euniwizarde.com>
- (vi) **BENEFITS TO MSEs**

MSEs registered bidders are exempted from payment of EMD and cost of tender. Their registration should be valid as on last date of submission of tender and they should also mention the terminal validity of their Registration, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.03.2012 or any other notification issued thereafter.

As per Public Procurement Policy on MSE, considering that this is a non-divisible Tender, If an MSME is one of the Bidder and it's financial bid is found to be within the range of L1+ 15%, the option shall be given to MSME to match the original bid rates or negotiated rates,

as the case may be, of the L1. If the MSME matches the L-1 negotiated rates, the TEC shall recommend award of contract to MSME.

The benefit of public procurement policy is applicable for all eligible MSEs irrespective of relevance of product category. (Reference O.M. no. F.No.22 (1).2012-MA dated 24th October, 2016 issued by office of the Development Commissioner, Micro, Small & Medium Enterprises, GOI, New Delhi)

Terms and conditions for Micro & Small Enterprises:

- a) Tender document shall be provided free of cost to Micro & Small enterprises (MSEs).
- b) MSEs registered with the prescribed agencies will be exempted from payment of Earnest Money Deposit (EMD).
- c) MSEs, who are interested in availing themselves of these benefits and preferential treatment, will upload with their offer the proof of their being registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.
 - i. District Industries Centres
 - ii. Khadi and Village Industries Commission
 - iii. Khadi and Village Industries Board
 - iv. Coir Board
 - v. National Small Industries Corporation
 - vi. Directorate of Handicraft and Handloom
 - vii. Any other body specified by Ministry of MSME
 - viii. Udyog Aadhaar Acknowledgment/Udyog Aadhaar Memorandum issued by Mo MSME.
- d) MSEs seeking exemption and benefits should upload self-certified copy of valid registration certificate, giving full details such as validity, stores / services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
- e) In case the MSE does not fulfil the criteria at Sr. No. (c) & (d) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012 and any other notification issued thereafter.

Central Railside Warehouse Company Limited

CHAPTER I

INSTRUCTIONS FOR SUBMISSION OF TENDER

DEFINITIONS:

- i) The terms “Company” or Central Railside Warehouse Company Limited, New Delhi-110001, wherever occurs shall mean the Central Railside Warehouse Company Limited, established under Indian Companies Act, 1956, and shall include its administrators, successors and assigns. It will also be called CRWC Ltd.
- ii) “M.D.” Shall mean the Managing Director/Authorised Officer of the Company.
- iii) “General Manager” shall mean the General Manager, Central Railside Warehouse Company Limited, Corporate Office, New Delhi.
- iv) Dy. General Manager (COMM) shall mean the Deputy. General Manager (COMM), Central Railside Warehouse Company Ltd, New Delhi.
- v) Manager shall mean the Manager, Central Railside Warehouse Company Ltd, New Delhi.
- vi) Terminal Manager, RWC shall mean the Terminal Manger RWC of specified RWC of Central Railside Warehouse Company Limited.
- vii) The Terminal Manager shall mean the in charge of the concerned Railside Warehousing Complex.
- viii) The Officer in charge shall mean the person appointed-authorized by the MD/Authorised Officer, Central Railside Warehouse Company Limited, New Delhi.
- ix) The term “Contract” shall mean and include the terms & conditions as may be added to it.
- x) The term “Contractor” shall mean and include the person, firm or a body incorporate with whom contract has been placed including their legal heirs, executor, administrators, successors and their permitted assigns as the case may be.
- xi) The “Contract Agreement” shall mean this agreement and all other related documents between Company and the contractor for providing the security services herein mentioned.
- xii) The shift shall mean 8 hours continuous security work at prescribed location and at prescribed hours by security personnel.

1. ELIGIBILITY CRITERIA:

The Tenderer should be a bonafide contractor, which shall mean an entity who fulfils the following qualification criteria. In absence of any of the documents even after calling the same after opening of the technical bid, the technical bid of the respective tenderer is liable to be rejected:

- (a) The tenderer should have achieved minimum average turnover of Rs. **10751680/- (i.e. 30% of estimated value of contract)** during three preceding financial years from the date of NIT from the WORK OF SECURITY SERVICES duly certified by Chartered Accountancy firm as per prescribed format enclosed at Annexure-H.
- (b) The agency should be Licensed/Registered under The Private Security Agencies Regulation Act (PSARA), 2005 to operate in the states as per the list enclosed at Annexure-B.
- (c) The Tenderer should have experience of one year out of preceding three years from the date of NIT in the work of Security in Central/ State Govt. Organisation/ PSU/ Co-operatives or Companies Registered under Companies Act.
- (d) Should be having PAN No. & Goods and Service Tax Registration No.
- (e) Should be having valid PF, ESI registration with appropriate authorities.
- (f) EMD of Rs. 350000/-(Rupees Three Lakhs Fifty Thousand only) online through e-payment mode only exclusive of Bank Charges which is paid by the bidder. **Tender not accompanied by required EMD will summarily be rejected** .Micro and Small Enterprises (MSE's) registered are exempted from payment of EMD.
- (g) Copy of partnership deed in case of a partnership firm/ copy of memorandum of association and article of association in case of a public/private company/ certificate of registration for co operative society as the case may be.
- (h) Copy of power of attorney in case of a partnership firm/company/cooperative society.

EMD shall be interest free and refundable to unsuccessful tenderer.

Earnest Money shall be forfeited, if -

- i) The tenderer after submitting his tender resiles from or modifies his offer and/ or terms and conditions thereof, in any manner before its acceptance.
- ii) In the event of tenderers failure, after acceptance his tender, to furnish the requisite security deposit by the due date as specified in the tender document and sign the agreement without prejudice to any other rights and remedies of the CRWC under the contract and law.

2. TENDER DOCUMENT

The Tender Document will consist of all documents listed in the table of Contents on page

no.2.

The documents must be uploaded together in the manner indicated below, failing which the tender is liable to be rejected. **Incomplete or conditional tender is also liable to be rejected.**

3. TECHNICAL BID - SUBMISSION OF DOCUMENTS:

3.1 Tenderer shall submit their offer in electronic format on the website on or before the scheduled date and time as mentioned above. **No offer in physical form will be accepted** and any such offer, if received by CRWC will be out rightly rejected. Bidder will have to submit tender cost and EMD online through e-payment mode only. The details of e-payment are available on website <https://crwc.euniwizarde.com>.

- (a) (i) Audited Financial statements (Profit & Loss and Balance Sheet) for three financial years from the date of NIT in case turnover of the bidder exceeds Rs 1 crore where the turnover of bidder has less than Rs 1 crore, certificate from chartered accountant as per Annexure-H to be enclosed.
- (ii) A certificate from Chartered Accountant in proof of requisite annual turnover of Rs. **10751680** (Rs. One Crore Seven Lakhs Fifty One Thousand Six Hundred and Eighty Only) for preceding 03 (three) years from the date of NIT from the work of Security Services only as per Annexure-H.
- (b) Experience in the work of Security for deployment of security personnel for one year out of preceding three financial years from the date of NIT in Central/ State Govt. organisation/ PSU/ Co-operatives or Companies registered under Companies Act. The experience certificate issued by the said organisation shall invariably bear name and designation of the issuing authority. Further the security agencies, who are presently working as security service provider in any of the terminals of CRWC/Corporate Office, will produce satisfactory performance experience certificate from the respective terminals/CO.

Remark: All certificate issued by concerned parties should contain at least above requisite information for considering experience as per terms of tender. In case certificates issued by the private company/party it should be supported by TDS certificate/Form 26 AS.

- (c) Copy of PAN & GST Registration of the tenderer issued by Income Tax Authority/GST authority.
- (d) Copies of registration certificate for PF, ESI, and License under PSARA from concerned state authority.
- (e) Earnest Money Deposit of Rs. 350000/- (Rupees Three Lakhs Fifty Thousand only) in the prescribed manner through e-payment system/ mode within the date & time as specified in NIT exclusive of Bank Charges which shall be paid extra by prospective bidder. Further MSE's having valid registration certificate is exempted from payment of EMD.
- (f) Documents indicating constitution of the bidder i.e. partnership deed in case of a partnership firm/ copy of memorandum of association and article of association in case of a public/private company/ certificate of registration for co operative society as the case

may be.

- (g) Power of Attorney for signing the tender documents, in case of partnership firm/company/ cooperative society.
- (h) Copy of valid labour licence issued by Regional Labour Commissioner, Govt. of India. However, the tenderer selected/ appointed who does not have labour licence are required to apply and get labour licence within one month from the Labour Authority from the date of the joining the work.
- (i) A self-certificate certifying that the person including sole proprietor firm/partnership firm/corporate entity is/are not black listed in any central/state Govt.PSU etc. as on date of submission of tender. The tenderer should also clearly disclose about the pendency of any court case in respect of his blacklisting and orders, if any, passed. The tenderers / bidders who are blacklisted by any Central / State Government PSU or local government department and autonomous body or convicted by a court during last five years are liable to be summarily rejected. Any wrong declaration / concealment of facts in this regard shall result in disqualification of tender and their EMD will be forfeited.
- (j) The Tenderer shall have to pay an amount of Rs 2000/-towards cost of Tender Form through e-payment system/ mode on or before the date & time as specified in the NIT.MSEs having valid registration certificate are exempted from payment of tender cost.
- (k) Processing fee of 5900/- be paid through e-payment system/ mode on or before the date & time specified in NIT.
- (l) Certificate of registration under MSE category, if applying tender under MSE category.

The requisite documents in support of the information required under **Annexure- 'C'** and elsewhere should be uploaded.

Note:

- I. The tenderer should not upload the tender document along with Technical Bid, however, the bidder is required to sign each and every page of tender document at the time of executing the agreement.
- II. The documents must be uploaded in the manner indicated above, failing which the tender is liable to be rejected. Incomplete or conditional tender is also liable to be rejected.
- III. All the scanned copies of the required documents to be uploaded should be duly signed by the tenderer in support of their eligibility criteria failing which their tender shall be liable for rejection.
- IV. The CRWC, if necessary may ask the Bidder for any specific information/ clarification relating to qualifying document/condition *or can seek missing document(s)*. The required clarification *and missing documents* must be uploaded within specified time subject to maximum of 07 days on the same portal as per the procedure .With respect to qualifying criteria, if any information/document is not submitted or partly submitted or wrong document is submitted or the document submitted does not explain fully the tender

requirements, same can be sought by the CRWC from the Bidder. The missing documents to be submitted should not be of a date later than the date of submission of original bid. However Turnover Certificate, Work Experience and Solvency Certificate can be of a date after the date of submission of original bid. The missing documents sought are allowed to be submitted only by uploading on the tender website through which same has been asked.

- V. Necessary clarification/missing document(s) required by the CRWC shall be furnished by the Tenderers within the time frame given by the company for the same failing which the Tender shall be liable for rejection.

4. **FINANCIAL BID:**

Note: Financial Bid in Annexure "A" & "A-1" should be duly filled by the tenderer and submitted online.

- 5.1 Tenderer shall quote in the price bid monthly service charges on percentage basis (in Annexure-A-1) for providing Integrated Security solutions, excluding GST. Quotes should be made by taking into account minimum wages including variable DA notified by Central Govt. w.e.f. **01/10/2019** for respective **Area concerned** for Watch and Ward staff. **Goods and Service Tax (GST)** shall be paid extra on the bills as per extant rule.
- 5.2 **No request for revision of the rates quoted by Security Service Provider under Annexure A-1 shall be entertained under any circumstances during the entire period of contract including its extended period as per the provisions of contract agreement.**
- 4.3 The tenders duly completed as described in Para above must be submitted online up to 1500 hrs. on **19/11/2019** positively.
- 4.4 The Tender shall be uploaded online as detailed in NIT.
- 4.5 In case the date of opening is declared holiday, the tender will be opened online on the next working day following the holiday at the same place and venue and time.
- 4.6 The Technical Bid of tenders will only be opened online at CRWC's Corporate Office, located at the above address at 1530 hrs. On **19/11/2019** in the presence of authorised representative of the tenderer, if deputed. The date and time of online opening of financial bid shall be intimated to the individual technically qualified tenderer separately.
- 4.7 The CRWC reserves the rights to extend the date of submission and opening of tender.
- 4.8 Rates shall be quoted only in the financial bid.
- 4.9 The percentage service charge rates should be filled in carefully after considering all the aspects of work as described in the Tender on "Scope of Work" and "Terms & Conditions". No request for change or variation in rates or terms and conditions of the contract shall be entertained on the grounds that the tenderer had not understood the work envisaged by this Contract for Security Services of CRWC situated in the state of Maharashtra.
- 4.10 The tenderer will have to submit an analysis of rates being paid to the security personnel deployed, if called upon to do so by CRWC.

- 4.11 CRWC reserves the right to negotiate the rates with the lowest tenderer, i.e. L-1. Tenderer shall not increase his/their quoted rates in case the CRWC administration negotiates for reduction of rates, such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates quoted will be binding on the tenderers.
- 4.12 The rates in the Annexure-A-1 must be quoted in both words and figures. If there is variation between the rates quoted in “figures” and in “words”, only the lower of the rate quoted in words and figures shall be taken to be as correct and valid.

5 EVALUATION OF PRICE BID:

The price bid shall be evaluated on the basis of quoting percentage rates by the bidders to find the L-1. L-1 bidder shall be awarded the contract subject to preference to MSE as stated in tender document. This is non-divisible tender, in case there is more than one tenderer quoting the same rates, due consideration shall be given to financial turnover value as submitted under eligibility criteria for the purpose of selection of L1. In such cases, tender shall be awarded to the tenderer having higher average financial turnover value of three (03) years for which turnover value has been given in the tender.

6. CONSTITUTION OF THE FIRM

- 6.1 The Tenderers who are the constituents of a Firm, Company, Association/or Society must enclose copies of the constitution of their Firm/Company/Association or Society and power of attorney.
- 6.2 If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and the name of his firm with its current address.
- 6.3 If the tender is submitted by a firm in partnership, a certified copy of the partnership deed, current address of the firm and the full names and addresses of all partners of the firm shall also accompany the tender application/ document and shall be signed by a partner holding the Power of Attorney for the firm for signing the same. In such case the certified copy of the Power of Attorney shall accompany the tender application/documents.
- 6.4 If a Limited Company submits the tender application, it shall be digitally signed by its Managing Director or the duly authorized person holding the Power of Attorney for signing the tender in which case a certified copy of the Power of Attorney shall be uploaded. Such Limited Company will be required to furnish satisfactory evidence such as a copy of Memorandum and Articles of Association.
- 6.5 The cancellation of any documents such as Power of Attorney, Partnership Deed etc. shall forthwith be communicated to CRWC in writing, failing which CRWC shall have no responsibility or liability for any action taken on the strength of the said documents submitted earlier or on the basis of the amended documents.
- 6.6 CRWC may recognize changes in Power of Attorney and related documents mentioned in sub-Para 7.1 after obtaining proper legal advice, cost of which will be chargeable to the tenderer/contractor.

7. STUDY OF LOCAL CONDITIONS

The tenderer is advised in his own interest to visit the site(s) of the work and acquaint himself

with all local conditions, means of access to the work, nature of work etc.

8. VALIDITY OF OFFER

- (a) The tenderer will be required to keep the offer open for a period of **90 (Ninety)** days from the date of opening of tenders. It shall be understood that the tender documents have been downloaded by the tenderer and the tenderer is permitted to tender in consideration of the stipulation that after submitting his tender, he will not rescind his offer or modify the terms and conditions thereof in any manner that is not acceptable to CRWC. If the tenderer fails to observe or comply with the said stipulation, the amount of earnest money shall be liable to be forfeited by CRWC.
- (b) The validity of the tender can be extended for a period of 15 days and such extension is binding on the Tenderers.

9. ACCEPTANCE OF TENDER

- 9.1 This tender is non-divisible tender and work cannot split among the bidders. When the quotes of qualified bidders are same, the Financial turnover of the company/firm for last three financial years as per audited reports (average turnover) will be calculated and Company/firm with higher turnover will be declared the successful bidder.

The decision of the Managing Director, CRWC, New Delhi shall be final and binding on the tenderers. No representation shall be entertained on this account.

- 9.2 The Competent Authority, CRWC, New Delhi for and on behalf of CRWC reserve the right to reject any or all the Tenders without assigning any reasons thereof and does not bind himself to accept the lowest or any other Tender.
- 9.3 **Acceptance of tendered rates will be communicated by e-mail/ Letter or Formal Acceptance of tender. In case where acceptance is indicated by e-mail or Express Letter, the Formal Acceptance of tender will be forwarded to the contractor as soon as possible, but the e-mail or Letter should be deemed to conclude the contract.**
- 9.4 The tender documents in which tender are submitted by a tenderer shall become the property of CRWC and CRWC shall have no obligation to return the same to the tenderer(s).
- 9.5 Canvassing in connection with tender is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.
- 9.6 On acceptance of the tender, the name of accredited representative(s) of the tenderer who would be responsible for taking instructions from CRWC shall be communicated to CRWC within two working days.
- 9.7 If tenderer deliberately gives wrong information or conceals any Information/facts in his tender, which shall be favourable for acceptance of his tender fraudulently, then RWC reserve the right to reject such tender at any stage of execution without any financial liability. **The earnest money of such tenderer will be forfeited.**

10 EXECUTION OF CONTRACT DOCUMENT

- 10.1 The tenderer whose tender is accepted shall be required to appear at the office of the DY. GEN. MANAGER (Comm.), Central Railside Warehouse Company Ltd, Ground Floor,

Pragati Maidan Metro Station Building, New Delhi-110001 in person or if the tenderer is a Firm, Company or a Corporation, a duly authorised representative shall so appear in person and execute the contract documents/agreement **as per Annexure-D** on a non-judicial stamp paper of Rs.100/- within Seven days of the date of issue of award letter from the CRWC's office and start the work within 07 days of the execution of contract/agreement documents or the date communicated by CRWC Ltd later on. Failure to do so shall constitute a breach of the contract concluded by the acceptance of the tender and EMD of such tenderer will be forfeited.

10.2 The tenderer shall treat the contents of the tender documents as private and confidential.

11. POSTAL ADDRESS FOR COMMUNICATION

Every tenderer shall state in the tender his postal address/e-mail address fully and clearly. Any communication sent to the tenderer by post at his said address/e mail address shall be deemed to have reached the tenderer in time.

CHAPTER II

TERMS AND CONDITIONS OF CONTRACT FOR PROVIDING SECURITY AND INCIDENTAL SERVICES AT RAILSIDE WAREHOUSE COMPLEXES (HEREINAFTER REFERRED AS RWC) OF CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED (HEREINAFTER REFERRED AS CRWC) WITHIN THE STATE OF MAHARASHTRA.

1. SCOPE OF THE WORK

The agency will be required to provide complete security solution for CRWC's RWC **situated in the state of Maharashtra** mentioned in Annexure-B by deploying required number of security personnel which would mainly comprise of the following:

- (i) The agency will provide round-the-clock security arrangements (in three shifts) at the premises of RWCs **situated** in the respective states.
- (ii) The agency will take control of the fire fighting system within the said premises and strictly maintain the roster/duty deployment/attendance duly signed by the Security Personnel deployed at terminal.
- (iii) The agency will ensure smooth traffic flow and control the movement of the vehicular traffic and allow only authorised persons/vehicles to enter the premises of RWC after verification of identity and maintain the record of their inward/outward movement.
- (iv) **The agency will undertake any other work incidental to security system including opening/closing of office/godown/compartments and specifically assigned by the Terminal Manager or any other authorised representative of CRWC.**

2. DURATION OF THE CONTRACT

- (i) This contract will be valid for a period of **three (03) years** from the date of award of the contract or the date as specified by CRWC on which work of Security is actually taken over under the Contract.
- (ii) CRWC at its sole discretion may extend the contract for such a further period up to **THREE (03) MONTHS** on the existing rates, terms and conditions of contract.
- (iii) CRWC reserves the right to terminate the contract by giving not less than **15 days'** notice on the ground of unsatisfactory performance or violation of any contract provision referred hereunder.
- (iv) The CRWC, Corporate Office, New Delhi reserves the right to terminate the contract at any time during the currency of the contract without assigning any reasons thereof by giving 60 days' notice in writing to the service provider at their last known place of business/residence and Service Provider shall not be entitled to any compensation by reason of such termination. The action of CRWC under this clause shall be final, conclusive and binding on the Service Provider and shall not be called into question.
- (v) CRWC reserves the right to add a terminal for deployment of certain number of guards during the contract period and security service provider shall deploy such number of guards at this new terminal as per direction of CRWC.

3. PAYMENTS

- i. The contractor i.e. the service provider shall be required to submit pre-receipted bill/claim before **7th day** of the succeeding month along with Attendance Sheet and certificate in compliance of statutory requirements as per **Annexure “G” along with proof of payment of wages, PF, ESIC to the personnel**. The CRWC has right to check whether the security Service Provider has fulfilled the compliance of minimum wages as well as other statutory obligation like PF, ESIC etc. according to law.
- ii. Payment will be made through e-payment system by the CRWC on submission of bills through Terminal Manager or any other authorised representative of CRWC for which following details shall be provided by the Security Service Provider immediately after commencing the contract for e-payment.
 - (a) Bank Account No. ;
 - (b) Name/ Address of the bank ;
 - (c) IFSC code of the bank (for RTGS) ;
- iii. The Security Service Provider will be paid ‘service charges’ as quoted by him in the **Annexure A-1** towards their actual deployment during the currency of the entire contract period.
- iv. Goods and Service Tax (GST) and other Government levies, if any applicable, will be paid on bill amount. The Income Tax at the rate as applicable from time to time under provision of the Income Tax Act or any modified/ revised version thereof, shall be deducted at source from the admitted bills/ invoices of the Security Service Provider. However, in case the Security Service Provider is granted exemption from the deduction of Income Tax at source or granted certificate for the deduction of Income Tax at lower rate, then he is required to produce a certificate from the Income Tax Authorities indicating clearly that no Tax at source or Tax at lower rate, as the case may be, be deducted from the Security Service Provider against the said contract. Such a certificate shall have to be obtained at the commencement of each Financial Year. The amount of TDS shall be deposited in the account of Income Tax Department and TDS certificate shall be issued as per rules of Income Tax Act 1961.
- v. The payment of the bills may be released within 30 days on receipt of the valid bill; however CRWC shall not be liable for payment of any interest on any bill outstanding for payment for any reason, whatsoever.
- vi. Liability period for refund of security deposit shall be for a period of **One (01) year** after completion of the contract. It would be responsibility of the service provider to obtain “No Demand Certificate” from the respective Terminal Manager **or any other authorised representative of CRWC** as well as from each & every security guard & supervisor engaged during the entire contract period at that terminal, the process of refund of security deposit would start thereafter.

4. LIABILITY OF SECURITY SERVICE PROVIDER

- I. The Security Agency will make the payment of wages to its Security Personnel deployed at the RWCs premises as per the minimum wage structure circulated by the Government

from time to time by strictly following other statutory obligations under various labour laws.

- II. The Agency shall accept full and exclusive liability for disbursement of wages to its personnel deployed for the security of all the premises, their provident fund, ESI etc. as applicable under law and make such payments as soon as it becomes payable **by way of cheque/bank transfer in the bank Account of the individual personnel deployed by them and submit the proof of the same along with the bill for the period for which such payment is made.**
- III. The agency shall maintain satisfactory proof of disbursement of wages, EPF, ESIC, etc. As prescribed from time to time by relevant Act and will produce these documents to CRWC as and when required failing which reimbursement of wages and service charges will be withheld and it will be taken as non-compliance on the part of the agency and action as deemed fit, including termination of security agency, may be taken by CRWC.
- IV. The agency is required to provide surprise security check along with terminal manager as and when required and sufficient proof about the physical presence of security personnel on duty vis-à-vis their identity/ attendance etc.
- V. The agency is required to provide adequate proof of leave reserves and on account of failure to do so, the payment of overtime will be solely borne by the agency. CRWC will have right to refrain service provider from frequent deployment of security personnel on overtime system and it shall be resorted in rarest circumstances with due knowledge of Terminal Manager.

5. DEPLOYMENT

- i. The agency shall deploy security personnel and Supervisors to RWCs as per the list enclosed at **Annexure-B. The security supervisor wherever required shall necessarily be Ex-serviceman only and responsible for control and supervision of all the security personnel deployed by the agency at concerned RWC Terminal or other establishment.** However, CRWC reserves the right to review the deployment periodically and amend number of guards which may involve increase or decrease in the number of guards for such deployments. In case of intermittent amendment made by CRWC in number of guards and notified to the agency, the amended number of guards will be treated as an integral part of this contract and the earlier number of guards will be deemed to have been annulled from such date of new notification. **The agency should also make adhoc deployment for security needs arising on short notice and reimbursement for such deployment will be made on the basis of minimum wages effective during such deployment or other authorised representative of CRWC.**
- ii. The agency shall ensure that all its personnel deputed at RWC's premises are of sound character and proven integrity and are competent and qualified to carry out the duties assigned to them. Police verification will be got done by the Agency **for the personnel deployed for the security of above said premises of CRWC.**

6. OTHERS

- (i) In order to execute the scope of the work and the quantum of work arising out of the express and implied condition of this contract, the Agency will be responsible to arrange their own employees/workers, material, equipment etc., in adequate numbers and/or quantities so as to ensure efficient and effective accomplishment of work within the required time period.

- (ii) All the Security personnel employed by the Agency shall be engaged by him as his own employees/workmen in all respect implied or expressed. The Agency shall be responsible against any liabilities of accident, partial or full disability, death etc. of these personnel. The Agency shall keep CRWC indemnified against liabilities arising out of the contract on this account.
- (iii) The Agency shall be solely responsible for compliance of all applicable labour laws and the statutory provisions enshrined therein; and the Agency shall specifically ensure compliance of all such various laws, Acts, including but not limited to following Acts:-
- a. Contract Labour (Regulation & Abolition) Act 1970 and Rules made there under.
 - b. The Employees (Provident Fund & Miscellaneous Provisions) Act 1952
 - c. The Employees State Insurance Act 1948 wherever applicable; in case ESI Act is not applicable The Workmen Compensation Act 1923 and Maternity Benefit Act 1961 will be applicable.
 - d. The Minimum Wages Act, 1948
 - e. The Payment of Bonus Act, 1965
 - f. The Payment of Gratuity Act, 1972
 - g. The Payment of Wages Act, 1936
 - h. The Private Security Agencies (Regulation) Act, 2005.

The Agency shall maintain all Registers and records, file the returns, display notices as required under the provisions and rules of various applicable labour laws.

- (iv) Apart from the indemnity provided to the Principal Employer under the various labour laws, the Agency shall fully indemnify CRWC against all the payments, claims and liabilities whatsoever incidentally arising out of or for compliance with or endorsement of the provisions of any labour laws or other laws to the extent to their applicability to the establishment/work in CRWC.
- (v) Agency will conduct a survey of Security System at RWC's above said premises and provide advice to CRWC to make the security system robust and sound. Any lapse in the security should be immediately informed to the CRWC's officials for ensuring appropriate measures in this regard.
- (vi) The agency will ensure that all deployed security personnel are well trained and capable of undertaking fire fighting activity. The agency shall also organize mock drill for the security persons every quarter.
- (vii) The Agency shall ensure that the Security Personnel deployed shall at all time of their duty wear prescribed uniform of the Agency with proper Photo Identity Card, name tab, baton, whistle, *lathies* etc.
- (viii) The Agency shall ensure that Security personnel do not take any alcohol or intoxicants and smoke during the duty hours. CRWC shall have the right to object and require the Agency to remove forthwith from the premises any personnel employed by him, if in the opinion of CRWC such person's conduct is not commensurate with the requirements, discipline, decorum and decency of CRWC and/or the person's presence is not desirable due to lack of proper performance of the assigned duties & discipline.
- (ix) The Agency shall make compulsory security review every **15 days** (twice in a month) and ensure that their Guards are well equipped and RWC's premises are fully secured. For this

purpose Agency should take note of Lighting of all posts and sensitive points, Watch Towers, and communications facilities.

- (x) The successful Agency shall not sublet, transfer or assign the lease or any part thereof without the previous written approval of CRWC. In case the contractor contravenes this condition, CRWC shall be entitled to place the contract elsewhere at the cost and risk of contractor and all expenses borne on this account shall be recovered from him.

7. SECURITY DEPOSIT

- (i) The successful tenderer shall furnish, after issue of award letter, a security deposit of **Rs. 1750000/- (Rupees Seventeen Lakhs Fifty Thousand only)**. The Security Deposit shall be submitted in the form of **Bank Guarantee/Demand Draft/ Pay Order/ RTGS** of nationalised bank/any other Schedule Bank in favour of CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED and payable at New Delhi.
- (ii) The successful tenderer may have the option for adjusting the EMD amount against the Security Deposit required to be made with CRWC by depositing the balance amount of it and furnishing written request on this account. If the successful tenderer fails to furnish the security deposit within 15 days after issue of award letter, his EMD shall be forfeited unless time extension on demand is granted by the CRWC.
- (iii) CRWC shall be entitled to appropriate the whole or part of the security deposit in the circumstances hereinafter provided without prejudice to any other remedy or right. CRWC shall be entitled to recover any loss or damage that CRWC may suffer or sustain by reason of the failure of the Agency to observe and in performance of the terms and conditions of this contract from the amount of the security deposit and in the event of any balance remaining due to CRWC, the Agency shall forthwith pay the same. In the event of any such deduction being made from the security deposit, the agency shall at once make good the deficiency in the amount of the security deposit within **15 days** of the date of demand to this effect, failing which CRWC shall deduct the same from the amounts due to the agency.
- (iv) The security deposit referred to above shall be forfeited by CRWC in the event of any breach on the part of the agency of any of the terms and conditions of this contract without prejudice to CRWC's right to rescind the contract and other rights and remedies warranted by Law.
- (v) The security deposit shall, subject to any deduction that may be made there from, be returned to the agency on production of no demand certificate of the terminal manager or other authorised representative of CRWC and each & every guard and satisfying all terms and conditions of the contract.
- (vi) No interest shall be paid on security deposit or any other amount withheld.

8. PENALTIES

- i) If during verification of documents related to payment of wages maintained by the security agency, it is established that agency is not complying with statutory obligation like PF, ESIC, etc. a penalty up to **Rs. 5,000/- (Rs. Five Thousand only)** per instance will be imposed on security agency. If such instance repeated **three (03)** or more times during the period of the contract, penal action as deemed fit by CRWC will be taken against the security agency which may also lead to termination of the contract.

- ii) Depending upon the facts and circumstances, CRWC at its own discretion may decide to either impose the penalties as above or terminate the contract in addition to the recovery of loss suffered by the company, if any, which is caused due to negligence of the Agency.

9. DISPUTE

In the event of any dispute arising out of execution of this contract or due to interpretation of any terms and conditions, the matter may be referred to the DY. GEN. MANAGER (COMM.) of CRWC whose decision shall be final and binding.

10 SUMMARY TERMINATION

- 10.1 In the event of the service provider having been adjudged insolvent or goes into liquidation or winding up their business or the marking arrangement with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract CRWC shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the unexpired period of the contract at the risk and cost of the service provider and claim from the service provider any resultant loss sustained or cost incurred.
- 10.2 The CRWC shall also have, without prejudice to other rights and remedies, the right in the event of breach by the service provider of any of the terms & conditions of the contract to terminate the contract forthwith and to get the work done for the un-expired period of the contract at the risk & cost of the service provider and/or forfeit the security deposit or any part thereof for the sum or sums due for any damages losses charges expenses or cost that may be suffered or incurred by the Corporation due to the service provider's negligence or un-workmanlike performance of any of the services under the contract.
- 10.3 The tenderer shall be responsible to deploy adequate and sufficient security personnel/guards and security systems under the contract in accordance with the instructions issued by CRWC. If the service provider fails to supply the requisite number of security personnel and maintain the security systems, CRWC shall at its entire discretion, without termination of the contract, be at liberty to engage other security personnel at the risk and cost of service provider who shall be liable to make good to the Company all additional charges expenses cost of losses, expenses, damages that the CRWC may incur or suffer thereby. The Tenderer shall not however be entitled to any gain resulting from so entrustment of the work to another party by CRWC. The decision of CRWC shall be final and binding on the Service Provider.
- 10.4 The service provider shall be responsible for losses arising from neglect carelessness, want of skill or misconduct of themselves, their servants or agents or representatives. CRWC shall have the right to ask for removal of any personnel of Tenderer deployed in CRWC, who in its opinion is hampering the smooth execution of the work and its decision regarding losses by neglect and misconduct etc. of the service provider, their servants and agents or representative shall be final and binding on the service provider.
- 10.5 If the service provider fails to comply with the statutory legal requirements as stipulated in the terms & conditions of the Tender, his contract is liable to be terminated with one month's notice and security deposit forfeited and get the work under his risk & cost.

11. ARBITRATION

All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever (except as to any matter the decision of which is expressly provided

for in the contract) shall be referred to the sole arbitrator or any person appointed by the **Managing Director, Central Railside Warehouse Company Ltd New Delhi**. It will be no objection to any such appointment that the person appointed is an employee of the company/CRWC that he had to deal with the matters to which the contract related and that in the course of his duties as such employee of the company/CRWC he had expressed views on all or any of the matter in dispute or difference. The award of such arbitrator shall be final and binding on the parties to this contract. It is term of this contract that in the event of such Arbitration to whom the matter is originally referred being transferred, or vacating his office or being unable to act for any reason the Central Railside Warehouse Company Ltd at the time of such transfer, vacation of office or inability to act shall appoint another person to act as Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director, Central Railside Warehouse Company Ltd, New Delhi as aforesaid should act as Arbitrator and if for any reason that is not possible the matter is not to be referred to arbitration at all. The Arbitrator shall give reason for his award.

Provided further that any demand for arbitration in respect of any claim (s) of the contractors under the contract shall be in writing and made within one year of the date of termination or completion (expiry of the period) of the contract and where this provision is not complied with the claim (s) of the contractor shall be deemed to have been waived and absolutely barred and the company/CRWC shall be discharged and released of liabilities under the contract.

The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

The Arbitral proceeding in respect of dispute shall commence on the date on which the Arbitrator call upon the parties to file their claim and defence statement.

The work under the contract, if reasonable possible continue during the arbitration proceeding and no payment due or payable to the Contractor shall be withheld on account of such proceeding.

The cost of arbitration shall be borne by parties as per the decision of the Arbitrator. The Arbitrator shall give separate award in respect of each dispute of difference referred to him.

Subject as aforesaid the Arbitration & Conciliation Act 1996 shall apply to the Arbitration proceedings under this clause.

All or any dispute arising out of this contract will be subject to the jurisdiction of Delhi or New Delhi courts only.

**Dy. Gen. Manager (Comm.),
CO, CRWC, NEW DELHI.**

All terms and conditions listed from para 1 to 10 along with all sub paras read carefully, understood and accepted.

**Signature of the Bidder
With full name & address and seal**

Annexure – A

(On the letter head of the Security Agency)

To
DY. GEN. MANAGER (COMM.)
Central Railside Warehouse Company Limited,
Ground Floor, Pragati Maidan Metro Station Building,
New Delhi - 110001

Sub: Security Contract for RWC of Central Railside Warehouse Company Limited for Maharashtra state.

Ref: _____.

Dear Sir,

1. We quote our rate for service charges as per the details specified in **Annexure-A-1**, for the total reimbursement of bill by CRWC. Service charges shall be inclusive of all other overheads except GST which shall be extra as per applicable rate from time to time.

2. EMD amount of **Rs. 350000/-** has been paid online through e-payment mode on.....

3. It is certified that we have PF Code No. with RPFC..... and ESI Code No.....with Regional ESIC Office at AND Goods &Service Tax (GST OF CONERNED STATES) Registration No.....

4. It is further certified that we have obtained license No.....dated.....under Private Security Agencies Regularisation Act, 2005 (PSARA) for the State as mentioned in Annexure-B

5. We are having PAN

This quote is valid for a period of **90 days** from the date of opening of tender & further extension of 15 days, if any.

Thanking you,

For & on behalf of..... (Name of the Agency)

Authorised Signatory
Designation
Seal of the Agency
Place:.....
Dated.....

Full Address, E-mail Address & Phone Number
(If not given on the letter head)

Format of Tender Document (Financial Bid) for Security Personnel:

1. **Name and address and telephone No. :**
of the Bidder/tenderer
2. **Permanent Account No. (PAN) :**
3. **Name/s and address/s of the Proprietor :**
/Partners/Directors and their PAN

S.No	Description		
		In figure (%)	In words (%)
1.	Service charges on percentage (%) basis on Minimum wages.		

Note-

1. Rate quoted above shall be on percentage basis keeping in view the minimum wages. The security service provider will have to pay minimum wages to security personnel as & when revised by appropriate authority from time to time during entire contract period, which will be reimbursed by CRWC along with service charges. The other statutory components like provident fund, ESI etc. will be reimbursed on production of proof of payment of these components. The above list of statutory payment is only indicative and exhaustive. The service provider shall abide by all statutory provision applicable to the contract and make all statutory payments which will be reimbursed by CRWC.
2. The no. of guards shown in the tender document at **Annexure- B** is indicative as per present requirement and reduction/addition in strength by CRWC at any given circumstances/moment shall not make the agency entitled for increase in rate quoted above.
3. Goods & Service Tax (GST) as per rules/applicable rate shall be payable extra.

Date:

Place:

Name and Signature of Authorised Signatory
Stamp / seal of the bidder/tenderer

ANNEXURE – ‘B’**Tentative requirement /deployment of security personnel/supervisor
In the state of Maharashtra.**

(Note: The number of security personnel shown in the table is only estimation; the security personnel can be modified as per the requirement of Terminal/CRWC and binding on the service provider.)

Name of State	Name of Terminal (s)	Number of Guards to be Deployed	Number of Supervisor to Be deployed
Uttar Pradesh	Nasik Road	10	01
	Saswad Road Pune	09	01
	Badnera	03	00
	Jogeshwari	Will be intimated later on.	

Note:

- 1. Proof of Ex-Serviceman should be provided to the respective terminal manager as a token of confirmation that the engaged Security Supervisor is an Ex-Servicemen.**
- 2. The guards are to be deployed in three shifts of (08) eight hours as per the direction of respective Terminal Manager, CRWC.**
- 3. The date of joining / taking over of security work at respective terminal/location will be intimated in due course of time.**

ANNEXURE – ‘C’**TECHNICAL BID FOR HIRING OF SECURITY PERSONNEL****(To be submitted in Technical Bid along with other documents)**

Name & address of the Tenderer with email and telephone/ mobile number of contact person.	
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	<u>Description</u>	<u>Details/Remark</u>
(a) (i)	Audited Financial statements (Profit & Loss and Balance Sheet) for three financial years from the date of NIT in case turnover of the bidder exceeds Rs 1 crore where the turnover of bidder has less than Rs 1 crore, certificate from chartered accountant as per Annexure-H to be enclosed.	
(a) (ii)	A certificate from Chartered Accountant in proof of requisite annual turnover of Rs. 10751680 (Rs One Crore Seven Lakhs Fifty One Thousand Six Hundred and Eighty only) for preceding 03 (three) years from the date of NIT from the work of Security Services only as per Annexure-H.	
b.	Experience in the work of Security for deployment of security personnel for one year out of preceding three financial years from the date of NIT in Central/ State Govt. organisation/ PSU/ Co-operatives or Companies registered under Companies Act. (Attach certificate, testimonials).	
c.	PAN No. & GST No. (Please attach copy).	
d.	Valid PF, ESIC registration certificate with appropriate authority and Licence under PSARA from concerned states.(Please attach copies) PF registration No. ESIC registration No. PSARA license No.	
e.	Earnest Money Deposit of Rs. 350000/- online through e-payment. Further MSE's having valid registration certificate is exempted from payment of EMD.	
f.	Documents supporting constitution of the bidder i.e. Partnership deed/ memorandum of association and article of association/ certificate of registration.	
g.	Power of Attorney/authorization for signing the bid documents, in case of partnership firm/company/ cooperative society.	
h.	Copy of valid labour licence issued by Regional Labour Commissioner, Govt. of India. Licence No. Date	

	Authority Issued	
i.	Submit an undertaking that the bidder never black listed by any Central/State Govt./PSU or local self Govt. department and autonomous body during last 05 years and no case is pending with the police against the Proprietor/firm/partner or the Company (agency).	
j.	Cost of Tender of Rs. 2000/- online through e-payment.	
k.	Processing fee of Rs. 5900/- online through e-payment.	
l.	Specify whether registered under small scale industrial undertaking and micro and small enterprises. (MSE)	Yes/No If yes, please enclose a copy of certificate of registration.

Declaration by the Tenderer:

This is to certify that I/We have read fully and understood all the terms and conditions contained in the tender document before signing this tender and undertake myself/ourselves to abide by them, if the contract is awarded to me/us.

(Signature of Tenderer)

Name:.....

Seal:

Address:.....
.....
.....

Phone No.(Office):.....

Mob:.....

Dated:.....

ANNEXURE-D**Central Railside Warehouse Company Limited
(A Govt. of India Enterprise)****AGREEMENT****Date of Execution-****Place of Execution- New Delhi**

This Agreement is executed between Central Railside Warehouse Company Limited, New Delhi, a Company registered under the Companies Act 1956 having its Corporate Office at Ground Floor, Pragati Maidan Metro Station Building, New Delhi-110001 (hereinafter referred to as "Company" of the First Part).

AND

M/s(the contractor with the complete address) (hereinafter called the "Contractor" which expression shall mean and include their/his legal heirs successors, administration and assigns) of the Second Part.

Whereas the Central Railside Warehouse Company Ltd. Corporate Office, New Delhi, has agreed to grant the contract of Service Provider (Security Services) with effect from _____ for its RWCs in the state of Maharashtra in response to the submission of online tender No. CRWC-II/Maharashtra/Security Tender /19-20/2083 Dated 28/10/2019 by me/us on to the DY. GEN. MANAGER (COMM.), CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED, Ground Floor, Pragati Maidan Metro Station Building, New Delhi-110001 and the contractor has accepted the terms and conditions described in the award/tender document (which shall be implicit part of this agreement).

I/We..... , am/are executing this agreement on and hereby confirm that I/We have thoroughly examined and understood the terms and conditions of the invitation of tender bearing no. . CRWC-II/ Maharashtra /Security Tender /19-20/2083 dated 28/10/2019 by the DY. GEN. MANAGER (COMM.), CENTRAL RAILSIDEWAREHOUSE COMPANY LIMITED, Ground Floor, Pragati Maidan Metro Station Building, New Delhi-110001, for appointment of Security Service Provider for providing round the clock security services at RWCs mentioned in the tender document. I/We am/are willingly undertaking the said work consequent on the approval of the tender given to me/us vide letter No.....dt.....by the Central Railside Warehouse Company Ltd., New Delhi at the rates mentioned in the schedule as annexed hereto which forms part of this agreement, and as per terms and conditions of the tender.

Now this agreement executed under following terms & conditions:-

Part-1**General Terms and Conditions**

- 1) The contract rates shall include for any incidental & contingent work, although not specifically mentioned in the contract but necessary for its completion in an efficient and workman like manner.

- 2) The rates quoted and agreed herein shall be on service charges on percentage basis on minimum wages. The statutory obligation like provident fund, ESI etc. will be reimbursed on production of proof of payment of the same.
- 3) All the persons engaged by the contractor shall be on his pay roll and be paid by him and Company will have no liability whatsoever, in this regard. The contractor shall make regular and full payment of wages and salaries etc. to the persons engaged by him as required under law. CRWC has right to seek documentary proof as payment of minimum wages, PF & ESIC etc., failing which reimbursement to this account will be withheld and it will be taken as non-compliance on the part of the agency.
- 4) The period of Contract shall be initially for a period of **three (03)** years, from the date of issue of letter of intent or such a later date, as may be decided by the Company and shall be extendable for such a further period up to **three (03)** months as may be decided at the sole discretion of the Company as per existing rates, terms and conditions of the agreement. Neither any part of the contract nor any share thereof shall be sublet by the service provider (contractor) under any circumstances directly or indirectly to any Person(s), agency (ies)/firms(s)/ Company (ies) whatsoever.
- 5) The contractor shall not deploy the security guards in such a regular manner which shall affect the performance of security guards and it becomes a security hazard to the RWC's premises and proves to be detrimental to the interest of the Company.
- 6) The contractor employing more than 20 (twenty) workmen on any day of the preceding 12 months of the contract as contract labour shall obtain requisite license at his cost from the appropriate authority before undertaking the contract work.
- 7) The contractor shall exclusively be liable for non-compliance of the provisions of any Act, Laws, rules and regulation having bearing over engagement of worker directly or indirectly for execution of work and the contractor hereby undertake to indemnify the Company against all actions, suits, proceeding claims, damages etc. which may arise under minimum wages Act, Family Pension & Deposit linked Insurance Scheme, Contract Labour (Regulation and Abolition Act) or any other Existing Act or Statutes not herein specifically mentioned but having direct or indirect application for persons engaged under this contract. If during verification of documents related to payment of wages maintained by the security agency it is established that agency is not comply with statutory obligation like PF, ESIC, Bonus, Gratuity etc, a penalty up to Rs.5,000/- (Rs Five Thousand only) per instance will be impose on security agency. If such instance repeated three (03) or more times during the period of the contract, penal action as deemed fit by CRWC will be taken against the security agency which may also lead to termination of the contract.
- 8) The agency shall deploy security personnel to RWCs as identified by CRWC as per Annexure-B of the tender document. The security supervisor shall necessarily be Ex-serviceman only and responsible for control and supervision of all the security personnel deployed by the agency to all the complexes. During the currency of contract, the Company shall have the right to direct the Service Provider (Security Agency) to increase or decrease the number of security personnel as per requirement for the proper and adequate execution of requisite jobs of security at any given point of time and contractor shall be bound to follow it up.

- 9) In case of any default for more than three days in respect of supply of security personnel, in accordance with the requirement specified by the MD/Authorised Officer, CRWC Ltd., will have right to engage the required number of security personnel from other sources at the risk and cost of the contractor or/and to terminate the contract and forfeit his security deposit etc.
- 10) The Company, in its sole judgement may terminate his contract by giving one month notice without assigning any reason thereof and the contractor and his security personnel shall vacate the area of operations for the purpose on the expiry of such period by obtaining "**No Demand Certificate**" from the terminal manager. In the event of such termination of the contract, the security deposit shall be refunded if other obligations under the contracts are satisfied by the agency.
- 11) The refund of security deposit would be subject to deduction of any dues, penalties, other recoveries etc. of CRWC Ltd.
- 12) The contractor shall maintain security register/gate register and attendance register of all the personnel employed by him and produce them for inspection, whenever required by officer of the Company. A change or removal of the security personnel shall be immediately brought to the knowledge of officials concerned of the Company.
- 13) The contractor shall obtain the license at his own cost, as when required under the existing law/Act or any future enactment by State Govt./Union Govt. for performance of work under this contract and also ensure that the license and other statutory requirement for this purpose are kept valid during the currency of this contract. The contractor shall be bound by the provision of all labours laws that are applicable to him and fulfil all obligations arising there under from time to time. Breach of Act in this regard shall be liable for penalty, which shall be decided by the Company at its sole discretion.
- 14) The contractor shall submit periodical returns to the prescribed Authorities under the labour law within the period prescribed by the State/Central Govt., the contractor shall also ensure disbursement of the wages of his personnel regularly on or before fixed dates and submit proof of payment of wages with full details of the component thereof, to the Company.
- 15) The contractor shall indemnify the Company from all or any legal implication or consequences/that may arise out of misconduct of its security personnel. The decision of the Company in the regard shall be final and binding.
- 16) The contractor shall render services for the establishment and the premises on a round the clock basis for the entire period of the contract without any interruption of whatsoever nature. All liability towards overtime or extra payment for a **person** engaged for more than normal working hours shall be of the contractor. The actual number of personnel and actual hours worked by individuals shall be duly certified by the authorized officer in charge.
- 17) At the appointed date, place and hour the contractor shall make available persons to be engaged (along with safety equipment/other allied equipment like torches, lathies etc., to be provided by the contractor to them at his cost) before the MD/Authorised Officer CRWC Ltd./ Terminal Manager-RWC, or his authorized representative. They shall also conduct surprise visits at any time during day or night at the duty

spots in the premises to ensure attendance and alertness of the security personnel. In case of incidents of absence of personnel on duty, a penalty of Rs.500/- only per 8 hrs per person shall be levied on the contractor which will be deducted from his monthly bills and the decision of the Company in this regard shall be final and binding on the contractor.

- 18) The security contractor shall arrange for daily checking of the guard deployed for duty by their security officer/supervisor at night and days as frequently as possible besides the checks as per directions of MD/Authorised Officer CRWC Ltd./Terminal Manager-RWCs, or **their authorised representative and arrange for intelligence services with at times of** apprehended trouble and render free liaison services with the authorities concerned. The contractor shall also arrange overall supervision by their security officer/supervisors at day and night. In order to ensure that the security personnel engaged for the purpose are performing their duties properly, efficiently, honestly and in a disciplined manner. The security agency shall also ensure proper and documented handing/taking over charge between the security guards on change of each shift.
- 19) **Nothing under the contract of deployment or private security personnel confer any right or lien on the personnel supplied by the security contractor to claim any direct employment under the Company or to be treated at any time as an employee of Company. All administrative and financial responsibility/ liabilities including those arising out of any Acts/Rules framed/to be framed by Central/State Govt(s) or any other administrative notification of competent authority shall be borne by the contractor.**
- 20) The requirement of security personnel (Security Supervisor and Security Guard) as shown is tentative only and payment will be made on actual number of person deployed from the time to time and Company shall be obliged to do so. The Company shall have the right to direct the contractor to increase or decrease the number of duty point during the pendency of the contract due to changed requirement.
- 21) The contractor shall give complete report of the preceding day to the Officer in charge CRWC Ltd., Terminal Manager RWC's, or their representative on every morning at 10.00 a.m., or as directed by him from time to time, including the names of the personnel deployed in each shift/point and any other information required of important events at each point, surprise checks conducted by his security officer or the MD/Authorised Officer CRWC Ltd, Terminal Manager RWC's OR their representative.
- 22) The security contractor shall deploy security guards and supervisor on the basis of 08 hrs shift and their weekly off shall be allowed to them as per the Statutory provisions without any extra cost to company. During the weekly off to the guards deployed, relief guard shall be provided, (no separate remuneration shall be payable by the Company for such relief guard as the rates agreed to shall be inclusive of payment to such relief guard).
- 23) All payment made during the contracts shall be on Account Payment only. The final payment will be made on fulfilment by the contractor of all his liabilities under this contract.

- 24) Payment shall be made as per rate quoted and accepted by CRWC. The contractor shall submit invoices/bills duly signed along with proof of payment of minimum wages and complete in all respect with necessary documentation to the concerned Terminal Manager on 7th day of every month. Service Provider shall raise separate invoice for each location with GST number. Payment will become due to payable by the Company within 30 days from date of requirement for passing the same by the Company. All payment will be made by “account payee” Cheque only/Electronic Transfer.
- 25) Income tax and other statutory deductions shall be deducted from contractors Monthly bill/bills. Necessary Income Tax deduction certificate shall be issued to the contractor.
- 26) For non-fulfilment of any obligation under the contract, **the Company reserves the right to withhold the payment due to the contractor in part or full till such period as** the Company may consider necessary for smooth working and make such payments to the contractor only after fulfilment of obligations.
- 27) The security service provider will be reimbursed on monthly basis the wages for the guards actually deploy during the month plus service charges quoted and accepted by CRWC. The reimbursement of statutory payment like EPF, ESIC etc. will also be made on production of proof of the same.
- 28) Security service provider will ensure to pay minimum wages to security personnel for entire contract period as per revised rates implemented by Govt. from time to time.
- 29) Liability period for refund of security deposit shall be for a period of **One (01) year** after completion of the contract. It would be responsibility of the service provider to obtain “No Demand Certificate” from the respective Terminal Manager as well as from each security guards & supervisor engaged during the entire contract period at that terminal. The process of refund of security deposit would start thereafter.

Part-2
Specific Condition

- 1) The contractor shall engage experienced smart well disciplined, intelligent and hardworking security guards only (**in the age group of 21-45**) with good health, sound mind trained in first aid and fire fighting with minimum Educational **qualification of 10th standard** pass who can read Hindi/English for guarding the material/property and strict vigilance etc. in the Company’s specified premises on round the clock basis. **The security supervisor should necessarily be an Ex-serviceman only with the above requisite qualification but with at least 10th Class pass.** The contractor has to present the documentary proof regarding the security supervisor being an Ex-serviceman to the satisfaction of the Terminal Manager/ authorised officer of CRWC. **The security supervisor will report to the terminal manager or the authorised designated officer daily and he will invariably apprise the safety and security issues of the RWC premises with the terminal manager by holding weekly meeting. These security personnel shall be deployed with the approval of the Terminal Manager and with clearance from local police.**
- 2) The scope of security job includes security and safety of all moveable and immovable assets of the company and its employees, godowns, open area, cargo

etc., facilitating opening/closing of office/ sheds, controlling/parking of vehicles, guarding the entries/exits of cargo/equipment, regulating and recording in registers, the movement of the vehicles, officials, official visitors, escorting them to reception, to check incoming/outgoing goods, property/vehicle against proper gate passes/permission, noting gate passes numbers, in the registers, to take care of materials, furniture, telephone instruments and other office equipment etc., on the basis of place wise inventory to detect and report anti company activities and undesirable characters engaged in pilferage, sabotage of various fittings, fixtures including sanitary fittings, to investigate wherever asked for various cases of theft and prejudicial to the company interest; to attain safety requirements like installation/replenishment of fire fighting equipment & opening/closing/locking of doors, windows, and rooms of office building of the godowns/containers gate as and when required to take care of vehicle of the company its employees and visitors to ensure judicious use of electricity while not in use attend to telephone calls, manage reception of visitors and convey message whenever required and liaison with police authorities in case of emergency and any additional assignment given by the MD/Authorised Officer CRWC Ltd./Terminal Manager RWC's, or any officer acting on his behalf pertaining the safety and security of property and premises.

- 3) The company shall have the power to issue necessary instructions concerning discipline, decorum, work performance; person engaged shall comply with all such instructions strictly. It shall be the duty of the contractor to provide personal supervision and direction to his employees/workmen for the performance of work undertaken under the contract to ensure that all instructions given by the MD/Authorised Officer CRWC Ltd./Terminal Manager RWC's, are strictly complied with. **The contractor shall also submit a detailed report on security issues to the terminal manager on quarterly basis without fail.**
- 4) The contractor shall ensure that the personnel employed by him are the persons of high integrity. Their bio-data/credentials should be got verified with reference to pending police case, if any, before appointment. In case of any doubt about the integrity behaviour or discipline of the personnel of the contractor employed for the purpose of rendering this contract, the company shall have absolute right to direct the contractor to remove such person/persons from attending work at the premises of the Company and the contractor shall abide by such instructions immediately and in any case not later than 24 hours.
- 5) **The employees/ personnel of contractor shall wear proper / tidy uniform while on duty. It shall be the responsibility of the contractor to provide his personnel at his own cost, necessary uniform, belts, caps, shoes, raincoat, torches cells, whistle, lathies and any other equipment for discharging their duties as required by Authorised Officer CRWC Ltd./Terminal Manager, RWC's. All safety rules and regulations will be observed by the persons engaged under this contract. Non-observance of dress code will attract a penalty of Rs.100/- per instance.**
- 6) **The contractors shall issue identity card to each personnel engaged for rendering the services under this contract and furnish the details of personnel like name, permanent residential address, identity marks, age, signature, qualification etc. along with an attested photograph to the Company along with an attested copy of armed force services/discharge certificate wherever available and its original which will be returned after verification. The contractor shall furnish the list of all security personnel engaged by them and to be kept on their role for providing security services under the contract which should invariably**

be equal to the strength required to be deployed in various shifts and any short fall therein should strictly be avoided by them failing which necessary action, as deemed fit, shall be taken against them besides imposing a penalty of Rs.500/- per head / day in case short fall continues beyond three days.

- 7) The contract shall be directly and exclusively responsible for any liability arising due to any differences or disputes between him and his personnel engaged. The contractor shall be responsible for settlement of any claim/dues in case of any property/personnel of any of the contractor's employee/ personnel sustaining injury or damages to any of the company. The contractor shall have to take necessary insurance cover for his entire employees in this regard at his own cost.
- 8) **The contractor shall not be provided any residential accommodation at the work place(s), transportation to work place, the company shall have no other liability, whatsoever except expressly provided under the contract. However, in case accommodation is required the contractor shall be liable to pay for the same as per the rates to be decided by the Company.**
- 9) It should be understood and agreed that there is no employees master servant or principal agent relationship between the company and the contractor and the contractor has to render to the company services as an independent contractor.
- 10) The contractor shall be responsible for any loss or theft or burglary or pilferage robbery/dacoity of any of the items/ properties/warehoused goods and other miscellaneous articles from the premises entrusted to them for security purpose, during the currency of contract and shall be liable to compensate such losses, on account of theft, burglary, pilferage, robbery, dacoity etc. the question whether the contractor is responsible for all losses will be assessed by the MD/Authorised Officer CRWC, Ltd Delhi. For these purpose, he will arrange to have an investigation conducted by deputing an officer from the CRWC Ltd., or himself personally and the decision arrived based on the investigation report will be binding on the contractor. The amount towards the value of goods as reported to the police/investigation agency in the FIR besides Railway/customs as well as storage charges accrued thereon shall be payable deducted from the monthly bill/ bills of the contractor. The decision of the MD/Authorised Officer CRWC Ltd, New Delhi/Terminal Manager, RWC's, shall be final and binding on the contractor in this regard.
- 11) The contractor shall undertake liaison with police and civil authorities and co-ordinate with other agencies if and wherever necessary for efficient discharge of their duties.
- 12) The contractor shall be responsible for the proper behaviour of the persons employed by him and exercise controls on them. He shall also be bound to prohibit and prevent his employees for taking any direct or indirect and/or support assist maintain or help any person engaged in any antisocial activities, demonstrations, riots or agitation which may, in any way be prejudicial to the interests of the company.
- 13) The contractor, at his cost shall provide and fix tell-tale clocks in the RWC's, to be used by the guard on duty and arrange to record the timings and submit the details to the MD/Authorised Officer CRWC Ltd, / Terminal Manager RWC's, on day to day basis. The number and location of tell-tale clocks shall be decided by the MD/Authorised Officer CRWC Ltd/ Terminal Manager RWC's, on day to day basis.

- 14) As and when required by the MD/Authorised Officer CRWC Ltd, the contractor shall be required to replace the security guard who is instructed to be done under any circumstance, within 24 hours.
- 15) Any failure on the part of the contractor during the pendency of this contract any time to enforce the strict observance of the performance of any of the terms and conditions of this contract are non-exercise of any right mentioned on the contractor shall not constitute a waiver of such terms and conditions or rights and shall not effect or deprive the company to exercise the same at any later date.
- 16) All disputes and difference arising out this contract or in any way touching or concerning this contract whatsoever shall be referred to the sole arbitration of the person appointed by the Managing Director CRWC. There will be no objection to such appointment. The award of such arbitrator shall be final and binding on the parties to this contract.

IN WITNESS WHEREOF the parties have executed this agreement on the date month and year first above written.

Signed and delivered

Signature

(Name-----)

Address: Ground Floor,
Pragati Maidan Metro Station Building,
New Delhi-110001
For and on behalf of CRWC Ltd.
Authorised Signatory

Signature

(Name-----),

Address:
.....
.....
For and on behalf of Contractor

Witness

1) (Signature)

Name.....

Address.....

2) (Signature)

Name.....

Address.....

1) (Signature)

Name.....

Address.....

2) (Signature)

Name.....

Address.....

Annexure –E

Format for non-blacklisting certificate:

(To be submitted signed and stamped by authorized person on the letter head of the bidder)

To

DY. GEN. Manager (COMM.)
Central Railside Warehouse Company Limited
New Delhi

CERTIFICATE:

This is to certify that _____(tenderer) is/are not blacklisted by any Central/ State Govt., PSU or local self Govt. department and autonomous body during the last five (05) years from the date of NIT. There is no pendency of any court case in respect of our blacklisting and orders, if any passed.

(Sign & Stamp)

M/S _____

Annexure -F**FORMAT OF BANK GUARANTEE BOND**

In consideration of the Central Railside Warehouse Company Ltd., New Delhi (hereinafter called the Company) having agreed to exempt M/s _____ [hereinafter called the said Second Party/ Licensee] from the demand, under terms and conditions of an agreement dated _____ made between _____ & _____ for _____ hereinafter called the said agreement for providing security services at the RWC facility by the Second Party(s) of the terms & conditions contained in the said agreement on production of Bank Guarantee of Rs. _____ (Rs. _____) we, _____ (herein after referred to as "the Bank") at the request of _____ Second Party(s) do hereby undertake to pay the Company an amount of not exceeding Rs. _____ (Rs. _____) against any shortages or loss or damages caused to or suffered or could be caused to or suffered by the Company by reasons of any breach by the Second Party(s) of any of the terms and conditions contained in the said agreement during the facility under use of the Second Party(s).

1. We _____ (indicate the name of Bank) do hereby undertaken to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Company stating that the amount claimed is due by way of shortages or loss or damages caused to or would be caused to or suffered by the Company by reasons of breach by the said Second Party(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this agreement shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).
2. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the Second Party(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Second Party(s) shall have no claim against us for making such payment.
3. We _____ (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it should continue to be enforceable till all the dues of the Company under or by virtue of the said agreement has been fully paid & its claim satisfied or discharge or till _____ Company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Second Party(s) and accordingly discharged this Guarantee. Unless a demand or claim on this Guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this Guarantee thereafter.
4. We _____ (indicate the name of Bank) further agree with the Company that the Company shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions relating to the said agreement and shall not be relieved from our liability by reason of any such variation, or extension being granted to said Second Party(s) or for any for forbearance, act or omission on the part of the Company any indulgence by the Company to the said Second Party(s) or by any such matter or thing, whatsoever, which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Second Party(s).
6. This Bank Guarantee will remain operative not only for the entire period of the contract but also for a minimum period of one year even after completion/ termination of the contract or till Company certified that the terms and conditions of the said agreement have been fully & properly carried out by the said Second Party(s) so as to satisfy the claims of the Company against the Second Party, if any, for the contract to which the Guarantee relates.
7. We _____ (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of Company in writing.

Date the _____ day of _____

For _____

(Indicate the name of Bank)

Annexure –G**CERTIFICATE IN COMPLIANCE OF STATUTORY REQUIREMENTS**

It is certified that under mentioned Security personnel have received the payments through Account Payee Cheques/RTGS/NEFT from M/s Security Agency for the month of..... as per minimum wages fixed by of appropriate Govt. It is also certified that we have understood wage structure profile inclusive of the elements of statutory obligation under various laws and we all are satisfied that the existing Security Agency i.e. M/S..... is taking care to comply all the statutory obligation as well as minimum wages fixed by the appropriate Government from time to time.

S. No.	Name of the Security Personnel	Designation	Signature

**(Signature of proprietor or
Authorized representative of security agency) (Verified by Terminal Manger)**

Annexure –H**Format for Turnover certificate:**

(To be submitted signed and stamped by authorized Chartered Accountant on their letter head)

To

_____(tenderer name and address)_____

CERTIFICATE:

This is to certify that annual turnover of _____ (tenderer)
for preceding three (03) financial years is as follows:-

S. No.	Financial Year	Total Turnover (in Rs. Lacs)	Turnover from work of security services only (in Rs. Lacs)
1	FY		
2	FY		
3	FY		

These details are as per the Balance sheets as well as Profit & Loss statements for each respective year.

(Sign & Stamp along with the
Membership number of
the Chartered Accountant)