

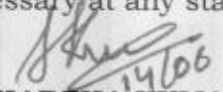
Tender Enquiry No. AN/I/29/ Security Guard Dt. 14.06.2017

To,
M/S

INVITATION OF QUOTATION FOR CONTRACT OF HIRING OF 02 UNARMED
UNSKILLED SECURITY GUARDS AND 01 SWEEPER/SAFAIWALA IN THE AREA
ACCOUNTS OFFICE (CENTRAL COMMAND), KANPUR CANTT

Quotations under *Single bid System* in sealed cover on **LTE basis** are invited for **02 UNARMED UNSKILLED SECURITY GUARDS AND 01 SWEEPER/SAFAIWALA** for deployment **IN THE AREA ACCOUNTS OFFICE, KANPUR CANTT** for a period of one year from the date of signing of contract, extendable further for a period of 02 years (i.e. for the years 2018-19 & 2019-20) on year to year basis subject to satisfactory performance of the contractor. Detailed Scope of Contract and terms & conditions for supply of security personnel are listed in Part II of this RFP. Please super-scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

1. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below -
 - a. Bids/queries to be addressed to: ACCOUNTS OFFICER, AREA ACCOUNTS OFFICE (CENTRAL COMMAND), KANPUR.
 - b. Postal address for sending the Bids: Area Accounts Office (CC), Wheeler Barrack Road, Kanpur Cantt.
 - c. Name/designation of the contact person: **Shri Siddharth Kumar, Accounts Officer**
 - d. Telephone/fax number of the contact personnel : 0512-2380106
2. This RFP is divided into five Parts as follows:
 - (a) **PART I.** Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - (b) **PART II.** Contains essential details of the services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
 - (c) **PART III.** Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
 - (d) **PART IV.** Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
 - (e) **PART V.** Contains Evaluation Criteria and Format for Price Bids.
3. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.


[SIDDHARTHA KUMAR]
ACCOUNTS OFFICER

PART I.

General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

1. **LAST DATE AND TIME FOR DEPOSITING THE BIDS: BY 10.00 A.M. ON 28.06.2017.** The sealed quotation should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **MANNER OF DEPOSITING THE BIDS.** Sealed quotations should be either dropped in the Tender Box marked as "**TENDER BOX FOR CONTRACT FOR ENGAGEMENT OF UNSKILLED SECURITY GUARDS AND SWEEPER/SAFAIWALA IN AAO (CC), KANPUR**" or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
3. **Time and date for opening of Bids: At 11.00 A.M. Date 28.06.2017.**
(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
4. **Location of the Tender Box: Area Accounts Office (CC), Kanpur.**
5. **PLACE OF OPENING OF THE BIDS:** Area Accounts Office (CC), Kanpur. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **FORWARDING OF BIDS:** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
7. **MODIFICATION AND WITHDRAWAL OF BIDS:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
8. **CLARIFICATION REGARDING CONTENTS OF THE BIDS:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

9. **REJECTION OF BIDS:** Canvassing by the Bidder in any form, unsolicited letter and post tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
10. **VALIDITY OF BIDS:** The Bids should remain valid for a period of **120 DAYS** from the last date of submission of the Bids.
11. **EARNEST MONEY DEPOSIT:-** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs.4,000.00 (RUPEES FOUR THOUSAND ONLY)** along with their bids. The EMD may be forwarded in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee in favour of **'PCDA (CC), Lucknow'** payable at Lucknow from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty- five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

PART II.

The Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

1. **SCHEDULE OF REQUIREMENTS:**

- (a) Hiring of security personnel 02 unarmed unskilled Security Guards and 01 Sweeper/Safaiwala for a period of one year from the date of signing of contract and extendable for a period of two years on year to year basis subject to satisfactory services of the contractor.
- (b) One security guard to be deployed from 05.30 PM to 01.30 AM (Next day) and the other one from 01.30 AM to 09.30 AM. During non working days/holidays security guards to be available in this office round the clock on rotation.
- (c) Sweeper/Safaiwala to be available from 08.30AM to 05.00 PM with one hour lunch on all working days from Monday to Friday.

2. **EFFECTIVE DATE OF CONTRACT:** The contract shall come into effect from the date of signing of the Contract Agreement.

3. **SCOPE OF WORK:**

- (a) To provide watch and ward services for safe guarding the Govt. assets in the Area Accounts Office, Kanpur Cantt.
- (b) To provide services daily by deploying 02 unarmed unskilled guards at Area Accounts Office, Kanpur Cantt. who are capable of carrying out the duty by patrolling the Office Complex.
- (c) To ensure that sufficient reserves shall be catered for and utilized to provide watch & ward services on 7 days in a week and in addition they shall be utilized to fill in long leave and other casual unforeseen absentees.
- (d) The security guards deployed on duties may be in proper uniform. All the necessary uniforms, torch and cell, whistle etc, will be provided by the concerned security agency.
- (e) To ensure that only healthy males shall be employed as watch and ward guards, handicap personnel with any contagious disease shall not be employed on this job.
- (f) To ensure that safety and security of all Govt. property includes lands, building, compound wall/fencing, trees shrubs etc., damage, pilferage, theft and destruction of Govt. property shall be prevented at any cost.
- (g) To intimate any loss, theft fire or any abnormal incident to the Area Accounts Office, Kanpur Cantt.
- (h) To carryout patrolling beats within the govt. land/premises to ensure that no trespassing takes place. Trespassers/culprits shall be apprehended and handed over to civil police under intimation to the Area Accounts Office, Kanpur.
- (i) To prevent entry of animals like cattle, sheep, pigs etc. into the complex and if there is any, they shall be collected and to arrange their disposal through municipality.
- (j) To protect the trees, shrubs or any plantation of the complex so that they are not damaged/removed by any individuals/ fire wood collection parties.
- (k) To carryout in any instructions given by the Area Accounts Office, Kanpur or authorized representative.
- (l) To provide watch and ward personnel over and above the duty personnel in case of any exigencies of service on and advance notice of 24 hours given by the Area Accounts Office, Kanpur or authorized staff for which no extra payment will be made.

- (m) The **Sweeper/Safaiwala** will clean/sweep/mop all the rooms, toilets and premises on daily basis and will carry out in any instructions given by the Area Accounts Office, Kanpur or authorized representative.
 - (n) The firm shall maintain duty roster.
 - (o) To submit a report of his men and daily happenings incident of the complex daily to the Area Accounts Office, Kanpur or authorized rep.
 - (p) The Office shall not be responsible for any injury or loss of life of any employee of the contractor that may take place while on duty or otherwise. Any compensation or expenditure towards treatment for such injury or loss of life shall be the sole responsibility of the contractor.
 - (q) After each month providing satisfactory watch and ward services the contractor shall submit a monthly running bill in duplicate to the Area Accounts Office, Kanpur duly signed by the contractor/his representative along with attendance sheet of the security guards deployed on duties during the month. After scrutiny payment shall be made by cheque/NEFT mode only.
 - (r) Validity of the contract for providing the services will be 12 months.
 - (s) The contractor shall not be entitled to any additional payment during the tenure of contract due to increase in the rates of wages or any equipment etc. except Govt. scale DA and pay etc. as applicable under **Central Govt. minimum wages Act.**
 - (t) Any question dispute or difference arising under the contract shall be referred to the sole arbitrator appointed by department. The award of the arbitrator shall be final and binding on both the parties.
 - (u) The stamp paper duty for preparing the contractor agreement shall be borne by the contractor.
 - (v) In case any complaint is received from users, the following penalty will be imposed, in addition to deduction of amount equivalent to deficiency in manpower deployment:-
 - (w) First Two Complaints - Verbal Warning
 - (x) Third & Fourth Complaints - Written Warning
 - (y) Fifth & Sixth Complaints - Deduction of 0.5 % amount of the monthly bill.
 - (z) Seventh Complaint - Issue of show cause notice and termination of contract after hearing the concerned party. PBG/EMD of the contractor will also be forfeited.
4. **TECHNICAL DETAILS:** Firm should have the following certificates/documents valid as on date of issue of this tender enquiry and up to the period of contract. If any of these certificates are not applicable to the Firms, as per the corresponding Laws/Acts, it is mandatory that necessary document/certificate to support the same should be submitted.
- (i) **ESI REGISTRATION CERTIFICATE.** (Attested copies of ESI Certificate should be attached).
 - (ii) **EPF REGISTRATION CERTIFICATE.** (Attested copies of EPF Registration Certificate should be attached).
 - (iii) **SERVICE TAX CERTIFICATE.** (Attested copies of Service Tax Registration Certificate should be attached)
 - (iv) **PAN CARD:** Firm should have valid PAN Card in the name of firm or in the name of proprietor of the firm in case of proprietary firm (copy to be enclosed).
 - (v) **LICENCE :** Firm should be registered with the Min. of Labour for hiring of manpower and should have valid **PSARA LICENCE ISSUED BY DGP OF THE STATE.** Copy of registration certificate and PSARA certificate to be attached with the Bid).

Part-III: STANDARD CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
4. **Penalty for Use of Undue Influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents/Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this

contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.
7. **Non-disclosure of Contract Documents.** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
8. **Termination of Contract.** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-
 - a) Seller is unable to meet the requirement of Security Guards and Sweeper/Safaiwala asked by this office frequently.
 - b) The Seller is declared bankrupt or becomes insolvent.
 - c) Non Payment of Wages to Security Guards and Sweeper/Safaiwala in time i.e. last working day of the following month despite repeated warnings.
 - d) Nonpayment of PF dues to the Security Guards and Sweeper/Safaiwala, despite repeated warnings.
 - e) Misbehavior with any official of this office by him or his employees.
 - f) The Buyer has noticed that the Seller has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.
 - g) As per decision of the Arbitration Tribunal.
 - h) Non submission of PBG within stipulated time.
 - i) Non compliance to the terms and conditions of Contract Agreement.
 - j) Upon buyer's discretion by giving 30 days notice without assigning any reason whatsoever.
9. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered prepaid mail/airmail, addressed to the last known address of the party to whom it is sent.
10. **Transfer and Sub-letting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
11. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
12. **Taxes and Duties.** As applicable. Any change in any duty/tax upward/downward as a result of any statutory variation in any duty/tax taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

PART-IV

SPECIAL CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a **sum equal to 10% of the total contract value within 30 days of signing of this contract.** Performance Bank Guarantee will be valid up to 60 days beyond the contract period. The specimen of PBG is given in Form DPM-15, (Available in MoD website and can be provided on request)
2. **Option Clause:** This contract has an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of hired Security Guards and Sweeper/Safaiwala in the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. It will be entirely the discretion of the Buyer to exercise this option or not.
3. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% of the Security Guards and Sweeper/Safaiwala under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.
4. **Foreclosure Clause:** The contract will have a foreclosure clause, wherein the Buyer can order foreclosure of contract by giving **30 days notice without assigning any reason.** The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to invoke the clause at any time.
5. **Extension Clause:** The contract will have an extension clause, wherein the Buyer can order extension of contract for further two years (i.e 2017-18 and 2018-19) but one year at a time on the same terms and conditions. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to invoke this clause or not.
6. **Tolerance clause:** To take care of any change in the requirement during the period starting from issue of RFP till completion of the contract, Buyer reserves the right to 10-25% plus/minus increase or decrease the quantity of the required services upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract or till the duration of contract, the quantity ordered will be increased or decreased by the Buyer within this tolerance limit.
7. **Payment Terms:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made on **monthly basis** as per the following terms & conditions, on production of the requisite documents:
 - (a) Wages paid as per the Minimum Wages promulgated by Central Govt.
 - (b) Service Charges per month.
 - (c) Service Tax applicable.
 - (d) In case of absenteeism of Security Guards and Sweeper/Safaiwala beyond the prescribed limit, pro-rata deduction will be made from the bill of the contractor.

- of payment.
- (f) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract).
 - (g) The Contractor shall also enclose a certificate on bill of having paid the prescribed wages to the Security Guards as per the contractual rates.
 - (h) The wages for deployment of Security Guards excluding the statutory deductions like EPF, ESIC and Service Tax, which is not lesser than the minimum wages as promulgated by Central Govt. The contractor has to submit copy of ESI cards and EPF No of the employees to this office within 90 days after awarding of contract.
 - (i) The payment of statutory charges EPF, ESI, Service Tax etc., will be made to the contractor after submission of documentary evidence that these charges have been deposited with the concerned Govt. authorities.
 - (j) Monthly payment will be made against following documents: -
 - (i) Ink-signed copy of Contingent Bill
 - (ii) Ink-signed copy of Consolidated Bill by Vendor for items mentioned above.
 - (iii) Form of Register of Wages-Cum-Muster Roll as per Form XVIII.
 - (iv) Xerox Copy of PBG.
8. **Advance Payments:-** No advance payment(s) will be made.
9. **Paying Authority:-** Area Accounts Office Kanpur. The payment of bills will be made within 30 days, subject to the correctness of bill on submission of the documents, whichever applicable, by the Seller to the Paying Authority.
10. The Customer will have the right to make good any shortfall of Security services at his risk and cost by hiring manpower's from outside agency, in addition to deduction of penalty mentioned above from the monthly bill of the firm or from the PBG submitted by the firm.
11. The Customer shall be entitled to deduct from the pending bills of the Contractor all such sums of money as may be claimed by the Government in terms of herein mentioned clauses of this agreement. Any sum of money not covered by the amount of the said bills shall be liable to be deducted from the Performance Bank Guarantee / Security Deposit of the firm.
12. The Contract Labour (Regulation and Abolition) Act 1970 as amended from time to time will be applicable to the contractor and Indian Navy during the concurrence of the present contract.
13. The Contractor shall be contactable at all times and message sent by e-mail/fax phone/Special Messenger from the Ministry to the Contractor shall be acknowledged immediately, on the same day.
14. **Risk & Expense Clause:-** Should the Security Guards and Sweeper/Safaiwala not reporting within the time or times specified in the contract documents, the Buyer to cure the breach, be at liberty, without prejudice to the right to undertake Risk & Expense. Any excess of the hiring charges, or value of any hiring from any other source as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.

Statutory Conditions of the Contract
(Applicable In Case of Successful Bidder)

1. **Minimum wages:** The contractor should ensure payment of existing minimum wages as per Minimum Wages Act of Central Govt. as revised from time to time to the Security Guards deployed by him. Non-adherence to the Minimum Wages Act will result in cancellation of the contract, forfeiting of EMD/PBG and appropriate administrative action. The contractor would be required to ensure payment to the manpower to be deployed by him for execution of the proposed contract as per the existing minimum wages promulgated by the Central Govt. to the unskilled workers.
2. **EPF, ESI, and Service Tax:** The amount of EPF, ESI, and Service Tax shall be quoted strictly as per prescribed Govt. rates. However payment for these statutory obligations will be made in arrears on production of documentary evidence to the effect that the same has been deposited by the Contractor in the concerned account.
3. The Contractor shall obtain a valid licence from the competent Licensing Officer under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 within 90 days from the date of awarding of contract. If the Contractor is refused a license for any reason whatsoever or fails to obtain the license within the stipulated period, the contract shall automatically stand terminated and the Customer shall be at liberty to recover losses, if any, from the security deposit cum Performance Guarantee of the Contractor.
4. The Contractor shall also abide by the provisions of the Child Labour (Provision and Regulation) Act, 1986.
5. The Contractor shall pay to the labour employed by him wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971.
6. The Contractor shall fix the wage period not exceeding one month to make payment to the Security Guards employed by him and shall ensure payment last before expiry of the 10th day after the last of the wage period.
7. It shall be the responsibility of the Contractor to issue employment card to each labour as per the prescribed format and to maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation and Abolition) Act.
8. The Contractor shall arrange for such facilities as provided for in the Contract Labour (Regulation and Abolition) Act for the welfare and health of the labour employed on the work.
9. The Contractor agrees to indemnify the Customer against all claims for compensation by or on behalf of any workman employed by him in connection with this agreement for injury or death by accident under the Workman Compensation Act (Act VIII of 1923).
10. **Police Verification:** At all times, the contractor will be responsible to ensure that workers engaged by him are security cleared by Police Station of worker's residing area. Police verification is to be submitted at least 10 days prior to commencement of the contract. The contractor will also ensure that no person employed by him for the services has been/is involved in any activity against the interest of state.
11. The Contractor shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. Area Accounts Office, Kanpur shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of the contractor's employees performing duties under this contract.
12. The contractor shall be obliged and solely responsible to comply with all statutory security requirements in respect of the manpower engaged by the firm and Area Accounts Office, Kanpur shall not be a party to any dispute arising out of such deployment by the contractor.
13. The manpower deployed by the contractor under this contract shall be the employee of the contractor and in no circumstance shall ever have any claim of employment with the Area Accounts Office, Kanpur.

EVALUATION CRITERIA & PRICE BID ISSUES

1. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP (attached as Appendix "B").
2. The Bids forwarded by the Bidders will be evaluated by the Tender Opening Board with reference to the parameters as mentioned in the RFP.
3. Bidders are to send their commercial bids in the prescribed format (Appendix-A to RFP) only, failing which their offers may be rejected.
4. Bidders quoting lesser or higher wages, taxes and other charges prescribed by the government will be rejected.
5. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Commercial-Bid format given at Appendix-'A' to this tender enquiry / RFP. All columns of the Commercial Bids shall be filled in by the bidder and no column should be left blank failing which the bid will be rejected. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
6. Cutting/alteration made in the tender shall render it invalid. AAO Kanpur reserves the absolute right to reject the bid/tender without assigning reason whatsoever it may be.
7. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - (a) If in case, any miscalculation of price comes in commercial bid, on part of addition/subtraction/multiplication/division of any tax/duty/levies or any else, whatever the case may be for the purpose to determine L1, the calculation will be corrected without changing unit price and quantity at all.
 - (b) The Buyer reserves the right to reject any fictitious quotes or quotes which are found to be unreasonably low.

FORMAT FOR QUOTING THE RATE PER GUARD

Sl.No.	Description	Guard without arms unskilled as per Central Govt. Minimum wages (Rate per Guard in Rs.)
1.	Basic	
2.	VDA	
3.	ESI	
4.	EPF	
5.	TOTAL (Sl No. 1 to 4)	
6.	Weekly off (1/6 of Sl No.5)	
7.	TOTAL (Sl. 5+6)	
8.	Service charge (on Sl. No. 7)	
9.	TOTAL (Sl No.7+8)	
10.	Service Tax (on Sl No. 9)	
11.	Add "Swachh Bharat Cess"	
12.	Any other Cess/Duty/Tax etc (please specify)	
	Grand Total (Sl No. 9 to 12)	

FORMAT FOR QUOTING THE RATE FOR SWEEPER/SAFAIWALA

Sl. No.	Description	Sweeper/Safaiwala unskilled as per Central Govt. Minimum wages (Rate per Sweeper/Safaiwala in Rs.)
1.	Basic	
2.	VDA	
3.	ESI	
4.	EPF	
5.	TOTAL (Sl No. 1 to 4)	
6.	Service charge (on Sl. No. 5)	
7.	TOTAL (Sl No.5+6)	
8.	Service Tax (on Sl No. 7)	
9.	Add "Swachh Bharat Cess"	
10.	Any other Cess/Duty/Tax etc (please specify)	
	Grand Total (Sl No. 7 to 10)	

Signature of Tenderer**Date:****Seal:**

CHECK LIST: FORMS/CERTIFICATES TO BE ENCLOSED

Sl.No.	Description	Whether Certificate enclosed (yes or No)
1.	EPF Registration Certificate	
2.	ESI Registration Certificate	
2.	Service Tax Certificate	
3.	Pan Card	
4.	PSARA License	
5.	Registration Certificate from Min. of Labour (for employing labour)	
6.	Whether EMD of desired amount enclosed	
7.	Acceptance of all terms and conditions of the RFP.	

Note: If any of these certificates are not applicable to the Firm, as per the corresponding Laws/Acts, it is mandatory that necessary document/certificate to support the same should be submitted with specific reasons.

Signature of Tenderer
Date:

Seal: