



## Projects & Development India Limited

( A Govt. of India Undertaking )

Post Box No.125,A-14, Sector-1 , Noida - 201301 ,

Dist. Gautambudh Nagar , Uttar Pradesh

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GSTIN No: 09AABCP1722G1ZP

CIN:U74140UP1978GO1028629


### INVITATION TO BID

<b>To :</b>	<b>ITB Number</b>	11/PNMM/E/4804/2022-23/101270
As per DGR sponsored agency	<b>Type of Bid</b>	Two Stage
	<b>Type of Opening</b>	Public Opening
	<b>Date of Issue</b>	09-11-2022
	<b>Bid Closing Date</b>	23-11-2022 Time : 3:00:00 PM
	<b>Tech. Bid Opening Date</b>	24-11-2022 Time : 3 :00:00 PM
	<b>Price Bid Opening Date &amp; Time</b>	SHALL BE INTIMATEED LATER ON
	<b>Venue of Bid Opening</b>	PDIL, NOIDA
	<b>Earnest money Deposit</b>	NOT APPLICABLE
	<b>Tenure/Periodicity of Contract</b>	02 YEARS EFFECTIVE FROM 01.01.2023

Projects & Development India Limited (PDIL) is a Govt. of India Undertaking under the administrative control of the Dept. of Fertilizers, Ministry of Chemicals and Fertilizers. PDIL invites e-bid thro' CPP Portal for under mentioned job subject to terms and conditions enclosed.

SL. No.	Material/HSN Code/ SAC Code	Description	Quantity	Unit
10	/ 995469	Hiring of DGR sponsored security agency for deployment of security personnel at PDIL Noida	As per scope	

For & on behalf of  
Projects & Development India Limited

  
(Anjali Thakur)  
Dy. General Manager (MM)

**Hiring of DGR sponsored security agency for deployment of security personnel at PDIL Noida (Limited domestic bidding among empanelled DGR sponsored Agencies).**

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**ANNEXURE-I**

**Hiring of DGR sponsored security agency for deployment of security personnel at PDIL Noida (Limited domestic bidding among empanelled DGR sponsored Agencies).**

**INSTRUCTION TO BIDDERS**

- 1.0** Bids under **Limited Domestic Competitive Bidding** among empanelled DGR sponsored Agencies are invited as per ITB and intents to quote against this ITB may download the bidding document from PDIL **website** <http://pdilin.com> OR Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> and submit the Bid complete in all respect as per terms & conditions of contract on or before the bid closing date and time.
- 2.0** **Submission of Bids:** Bids shall be submitted as detailed below:
- 2.1** Empanelled DGR sponsored Agencies (Bidders) to submit the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>). **No other mode of Bidding shall be allowed.**
- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on **the e-procurement / e-tender portal** is a prerequisite for e-tendering.
  - 2) Bidder should do the enrollment in the e-procurement site using the “Click here to Enroll” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email\_id. All the correspondence shall be made directly with the contractors/bidders through email\_id provided.
  - 3) Bidder need to login to the site thro’ their user ID/ password chosen during enrollment/registration.
  - 4) Then the Digital Signature Certificate (Class II or class III Certificates with signing key usage) issued by SIFY / TCS / nCode / eMudra or any Certifying Authority recognized by CCA India on eToken / SmartCard, should be registered.
  - 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
  - 6) Contractor/Bidder may go through the ITB / tenders published on the site and download the required ITB documents/schedules for the tenders he/she is interested.

- 7) After downloading / getting the ITB / Tender document/schedules, the Bidder should go thro' them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 8) If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken / SmartCard to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- 11) From my tender folder, he / she selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, permitted. Bidder Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.
- 14) If there are any clarifications, this may be obtained through the site or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. this will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.

- 18) The bidder has to select the payment option as offline to pay the Tender FEE / EMD as applicable and enter details of the instruments.
- 19) The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ\_ xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. the Price Bid / BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for the tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). the TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission (i.e after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. the bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during id submission & not be viewable by any one until the time of bid opening.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 confidentiality technology is used. Data storage encryption of sensitive fields is done.
- 29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallel for any further queries, the bidders are asked to contact over phone: 1-800-233-7315 or send a mail over to [cppp-nic@nic.in](mailto:cppp-nic@nic.in).

**2.2** Bidders are required to submit their bids under two packets/folders as created at the CPP Portal as detailed below:

**Folder/Packet 1: (Technical Unpriced Bid)**

- 1) Copy of Empanelment Certificate issued by DGR and PAN card of the ESM corp/PVT. Ltd./individual company (as per the details given in sponsorship letter).
- 2) Copy of PSARA License of the security agency (for Uttar Pradesh).
- 3) A copy of valid Registration Certificate, in case of NSIC/MSE registered Companies.
- 4) Annexure-V Format of Bank Details (RTGS) for on line payment, all the details duly filled in.
- 5) Complete ITB documents duly signed & stamped in each page with "Deviations"/"Exception" sheet (if any) and all Annexure duly filled in.
- 6) **Price Confirmation Copy** - Bidder must quote for each line item of BoQ failing which offer shall not be considered for evaluation. A copy of Priced offer (as per given format (BoQ), keeping price blank (hiding the price) and indicating "Quoted" or "√" in place of Price figures, shall be submitted as a confirmation of price quoted against each item.
- 7) Copy of Check List as Annexure-III enclosed, duly filled by the bidder making all the points clear and not leaving any voids.
- 8) A Copy of valid GST registration certificate
- 9) Any other document as per the requirement specified in this Invitation to Bid.

## **Folder/Packet 2: Price Bid**

Bidder shall fill the Price/rate in the BoQ format (Price Schedule) after downloading it from CPP portal. **Before filling the price in downloaded BoQ, Bidder must read the complete ITB documents including Scope of Work.**

### **3.0 Opening of Bids**

Bids shall be opened online at CPP Portal using openers' DSC. Only Folder/Packet1 will be opened on Technical Bid Opening Date. Price Bids (Folder/Packet2) will be opened for only those bidders which will be considered technically and commercially acceptable.

**The Price Bid Opening schedule shall be intimated at the Portal itself.**

### **4.0 Evaluation of Bids**

Bids shall be scrutinized on Techno-Commercial parameters. Bids having unacceptable deviation may be rejected at this stage. However, clarifications shall be sought from bidder for any shortcoming found in their Bid at this stage.

The PRICE BID shall be opened only of those bidders who will be technically and commercially suitable.

### **5.0 Price Evaluation Criteria**

5.1 Price evaluation of bids shall be done on the basis of price quoted by the bidders for all the items in the given Price Schedule (BoQ) along with GST.

5.1.1 Incomplete Bid/partial quotation is liable for rejection.

5.1.2 The award shall be made on overall Lowest (L1) Bid.

Or

**If all the bidders quote the same rates of service charges, the contract under consideration shall be allotted to the senior most DGR sponsored ESM(Empanelled Ex-Servicemen) Security Agency/Bidder. The order of seniority of sponsored agency shall be as per the seniority order as indicated in the Sponsorship letter issued by DGR.**

5.1.3 **Bidders are required to quote their service charges as per DGR guidelines available on DGR website i.e. <https://www.dgrindia.com/guidelines> and important-advisories. The service charge of 10% as laid down by DGR will be strictly followed. Any security agency quoting other than stipulated service charges (i.e. 10%) stands automatically disqualified from the tendering process.**

5.1.4 GST shall be Extra as applicable as per prevailing GST rule. Presently GST @18% shall be considered for evaluation and payment.

5.3 The enquired service is not splittable.

**6.0 Earnest Money Deposit (EMD) – Not Applicable**

**7.0 Validity of Bids**

Prices quoted should remain valid for our acceptance for a minimum period of 90 days from the date of opening of technical bids. PDIL will not allow any revision in prices within validity period after sealed tender are opened.

**8.0** If at any later date, it is found that documents, information and data submitted by the Bidder in the Bid, and based on which the Bidder has been considered eligible or successful or has been awarded the Contract is incorrect or false to the extent that had the correct or true information been made available to the OWNER at the time of Bid evaluation, the bid would have been declared ineligible or unsuccessful, the Bidder shall be forthwith disqualified or, as the case may be, the contract awarded based on such incorrect or false information shall be cancelled and the EMD/PBG/Security Deposit shall be liable to be forfeited.

**9.0** Bidders are required to carefully go through the entire scope of ENQUIRY, terms and conditions, and other requirements before quoting. They should feel free to contact PDIL before submission of bid if they have any query on it. Once the bid is submitted, PDIL will presume that the bidder has understood thoroughly the Scope of Supply along with terms & conditions and all these are acceptable to them.

**10.0** Bids shall be typed or written in indelible ink and must be free from corrections / erasing / overwriting etc. Any changes made must be authenticated with initial by the Bidder.

**11.0** Bid shall be ideally in conformity to the Scope of supply/work along with all Terms & conditions, stipulated in the ENQUIRY. PDIL shall appreciate to receive a Bid having no deviation. However, under unavoidable circumstance, a Bidder may submit Deviations in a separate sheet, which PDIL at its own liberty may accept or reject. Deviations found elsewhere inside the Bid document shall not be considered. Deviations including condition(s), if any, found in the Price bid shall liable for rejection of a Bid in totality.

**12.0** PDIL reserves the right to reject any or all the bids without assigning any reason whatsoever and does not bind itself to accept the lowest or any other bid. All bids in which any of the prescribed conditions are to be fulfilled or are incomplete in any respect are liable to be rejected. PDIL is at liberty to take any of the following actions in case of this ITB:

- a) to cancel the tender without reference to the bidders.
- b) to postpone the due date and time.



**13.0** Bidders shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their bids even though Project & development of India Limited may withdraw the enquiry/tender or reject all bids.

**14.0 SITE VISIT:** If needed, Bidder can visit site (PDIL) before quoting their rates. For site visit and any clarifications please contact to:

<b>HOD (MM) - In-charge</b> Projects & Development India Limited A-14, Sector-1, Gautam Budh Nagar Noida – 201 301 (UP), Tel: 0120-2544063 (Extn. 340), Fax: 0120-2529801 Email: <a href="mailto:anjali@pdilin.com">anjali@pdilin.com</a> ;	<b>Manager &amp; In-charge (P &amp; A)</b> Projects & Development India Limited A-14, Sector-1, Gautam Budh Nagar Noida – 201 301 (UP), Phone: 0120-2529842/43/47/51/53/54/91, Ext. 321 Fax: 0120-2529801 E-mail: <a href="mailto:darshan@pdilin.com">darshan@pdilin.com</a>
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**15.0** Bids submitted thro' FAX and e-mail will not be accepted. No request from any bidder to PDIL to collect the bid from airlines, cargo agents etc. shall be entertained by PDIL.

**16.0** PDIL reserve the rights to assess bidder's capability and capacity to perform the contract.

**17.0** Bids must be submitted on or before the closing date and time well in advance. Bids received late are liable for rejection & no complaint shall be entertained in this regard for any reason whatsoever.

**18.0** To know more about PDIL, please visit our website <http://www.pdilin.com>

**ANNEXURE-II**

**Hiring of DGR sponsored security agency for deployment of security personnel at PDIL Noida (Limited domestic bidding among empanelled DGR sponsored Agencies).**

**General Conditions Of Contract (GCC)**

**1.0 Scope of Contract**

The Scope of Contract/ Purchase Order (P.O), shall be as per 'Scope of Work' defined in **Annexure-VII** along with Price Schedule (BOQ), attached to the ITB, unless & otherwise it is modified, at subsequent stage of bidding.

**2.0 Firm Price**

Price/Charges to be quoted shall be firm and subject to no escalation whatsoever during the contractual completion period including extended period, if any, except for any statutory variations i.e. change in the rate of tax & duty and/or inclusion of any new tax & duty.

Bid with variable price will not be accepted.

**3.0 Price Basis**

Duly executed at PDIL office as per Scope of Work.

**4.0 Taxes and duties**

- 4.1 Goods & Service Tax (GST): GST shall be paid EXTRA as applicable as per GST law. Bidder shall clearly indicate the present applicable rate of GST in Percentage (%). However, Bidder shall indicate corresponding HSN / SAC Code in the check list and shall also enclose a copy of GST registration certificate along with the unpriced offer.

PDIL shall avail Input Credit against payment of GST. Same will also be considered while evaluating the price bid. Relevant necessary documents shall be provided by the Contractor to enable PDIL avail the above credit set off.

Bidders have to ensure that they should file the Tax return on time to avail input Tax credit, else the same shall be deducted from EMD/Security Deposit/Running Bills.

- 4.2 Statutory variation in taxes and duties including imposition of any new tax & duty, within the scheduled Completion period, as per P.O, shall be paid at actual on production of documentary evidence.

- 4.2.1 In case of delay in execution, if there is any increase in the rate of tax & duty and/or there is imposition of any new tax/ duty by statutory authorities, PDIL shall restrict the

payment of taxes & duties, as prevalent on the scheduled delivery/ completion period only, as mentioned in the Contract and amendment(s) there to.

4.2.2 If there is any decrease in applicable rate of taxes & duties &/or there is any withdrawal of any tax & duty by statutory authorities, during the completion period including extended/amended period of P.O, shall accrue to PDIL's a/c.

5.0 **Effective date of Contract/ P.O.:** Shall be from 01.01.2023.

6.0 **Period of Contract**

The contract will be valid for **02 (Two)** years i.e. from the **Effective date of Contract** with a provision to extend the validity for another **01 (One)** year if the services of the Security Agency are found satisfactory, on mutual agreement on the same rates, terms & conditions.

7.0 **Payment Terms**

PDIL will pay wages due to the security agency by 1<sup>st</sup> of every month.

All payments will be made by account payee cheque or direct transfer in bank account through RTGS against receipt of Invoices certified by the Contract Operator (Security Agency) or his authorized representative.

It may be noted that Government of India has implemented **Trade Receivable Discounting System (TReDS)** to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. PDIL has already been registered on the below mentioned TReDS platform:

 M/s Receivable Exchange of India (RXIL), Mumbai

**MSME vendors are requested to get themselves registered on the TReDS platform to avail the payment benefit in the event of order.**

7.1 **Tax deduction at source**

Income tax, as applicable as per income tax act, shall be deducted at source from the Contractor's bills and a certificate towards this deduction shall be issued to the Contractor.

8.0 **Security Deposit/Contract Performance Guarantee (CPG) / Bank Guarantee :**

8.1 ESM (Empanelled Ex-Servicemen) /Security Agency shall submit CPG or Bank Guarantee(BG) 10% of One month's wage bill. Otherwise the same will be deducted from the ESM's Monthly service charges in installments as mutually agreed by the

ESM and the Principal Employer (PDIL). BG shall be valid for 3 months beyond Contract Period.

8.2 CPG shall be refunded after 30 days of successfully completion of Contract on the certification of Engineer In Charge for due fulfillment of the contractual obligations and after adjusting the expenditure incurred by the Owner, if any, on account of any failure on the part of the contractor.

**9.0 Termination**

In the event of unsatisfactory performance, PDIL reserves right to cancel part or whole of the order / contract and make alternate arrangement at any time during currency of contract on risk & costs of contractor and / or forfeit security deposit.

**10.0 Force Majeure**

The act of God, epidemic, wars, revolution, and official strike shall be treated as force majeure condition. In event of occurrence of such condition neither party shall be responsible for delay in performance provided that it is notified within 07 days of its occurrence. The Contractor shall provide justification by documentation countersigned by the local chamber of commerce.

**11.0 Arbitration**

All cases of dispute arising during execution of contract shall be resolved by mutual discussion of parties operating the Contract. In the event of failure to do so, matter will be settled as per Arbitration and Conciliation Act, 1996, as amended from time to time.

However, wherever applicable, in case of settlement of commercial disputes between PSEs inter SE and PSE(s) and Government Department(s), the same shall be settled through Permanent Machinery of Arbitrators (PMA) setup in the Department of Public Enterprises(DPEs) as per the following Clause:

“In the event of any dispute or difference relating to the Interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator”.

The performance under this contract, shall not stop for any reason, whatsoever, during the said dispute / proceedings, unless the service provider is specifically directed by PDIL to desist from working in this behalf.

**12.0 Jurisdiction**

The Contract shall be deemed to have been entered into at Naida and all cases of action in relation to the Contract shall, therefore, be deemed to have been assigned within its jurisdiction for respective Unit/location.

**ANNEXURE –III****Hiring of DGR sponsored security agency for deployment of security personnel at PDIL Noida (Limited domestic bidding among empanelled DGR sponsored Agencies).****Check List**

(Bidder must confirm point by point and strike out whichever is not applicable)

Name of Bidder:

Offer No.:

SL. NO.	DESCRIPTION	ITB REQUIREMENT	BIDDER'S CONFIRMATION/ ACCEPTANCE/ COMMENTS
1.0	Price Basis: Firm. Duly executed at PDIL, Noida.	TO CONFIRM	
2.0	Completion Period: As per Clause 6.0 of GCC.	TO CONFIRM	
3.0	Validity: Shall be 90 days from date of opening of Technical Bid.	TO CONFIRM	
4.0	Deleted		
5.0	<b>DOCUMENTS (DULY SIGNED BY AUTHORISED SIGNATORY &amp; STAMPED) TO BE FURNISHED WITH Folder/Package 1:</b>		
5.1	Relevant documents viz. PSARA License/ Empanelment Certificate issued by DGR (as per the details given in sponsorship letter (copy duly signed and stamped)	To Furnish	
5.2	Complete ITB documents duly signed & stamped on each page as a token of acceptance of all terms and conditions of ITB.	To Furnish	
5.3	Price Confirmation Copy: A copy of Priced offer (as uploaded by Bidder in the Portal), keeping price blank (hiding the price) and in place indicating "Quoted" or "√", as a confirmation of price quoted against the enquired item and GST.	To Furnish along with technical Bid.	
6.0	Photocopy of PAN Card	To Furnish	
7.0	Format of Details for payment, all the details duly filled in (Annexure-V).	To Furnish	
8.0	Copy of GST Registration Certificate	To Furnish	
9.0	Name, Designation, Telephone Nos., Fax No. & e-mail of Contact Person for this Enquiry.		
10.	Whether the Company is registered as M S E (Micro & Small Enterprises) if 'Yes', indicate the registration No. and enclose a copy of Registration Certificate. (YES / NO.)		
10a.	Whether the M S E Company is owned by SC / ST (YES / NO.)		
10b.	Whether the M S E Company is owned by Woman (YES / NO.)		
10c.	Deleted		
10d.	Deleted		
11.	Confirmation of Acceptance to all Terms and Conditions of the Tender Document in totality.		
12.	<b>HSN/SAC Code (Bidder to indicate)</b>		.....
It is confirmed that in case any of the terms and conditions mentioned in this summary are at variance with those indicated anywhere else in our offer, the condition indicated in this summary shall prevail.			

**Note:** Bidder must ensure that all the above information and documents (duly signed and stamped) are furnished along with the Technical Bid.

Signature of Bidder:

**ANNEXURE –IV**

**Hiring of DGR sponsored security agency for deployment of security personnel at PDIL Noida (Limited domestic bidding among empanelled DGR sponsored Agencies).**

**Instructions to fill the Price Schedule**

- I. Price Bid (BOQ) as given in the tender must be downloaded and saved at bidders' local PC / Laptop without any change. Bidders shall fill the required details/prices in BOQ (as per instruction given in the item description column), save it and upload the filled-in BOQ in the portal.
- II. A copy of Priced offer (BoQ to be uploaded by Bidder in the Portal), keeping price blank (hiding the price) and in place indicating "Quoted" or "√ ", as a confirmation of price quoted against the enquired item, shall be submitted along with un- priced Techno-commercial Bid in Folder/Package1.
- III. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only Bidders are requested not to temper/alter the Price Schedule Format.

**ANNEXURE-V****Hiring of DGR sponsored security agency for deployment of security personnel at PDIL Noida (Limited domestic bidding among empanelled DGR sponsored Agencies).****Format of Details for payment**

Bidders are required to submit the following details on the company's **letter head** for online transfer to amount to their account:

1.0	Contractor Name / Company Name	
	Address:	
	Phone No.	
	E-mail ID	
2.0	a. Name of the Bank	
	b. Address of the Branch	
	c. Telephone No.	
	d. 9 Digit Code number of the Bank and Branch appearing on the MICR Cheque issued by the Bank	
	e. 11 Digit NEFT/IFSC Code of the Bank Branch	
	f. Account Type (SB/CC/CA)	
	g. Bank Account No.(as appearing on the Cheque)	
	h. Permanent Account Number (PAN) Under Income Tax Act.	
	i. GST Registration Number	
	j. Name of Authorized Signatory	
	k. Contact Person Name	

We hereby declare that the particulars given above are correct and complete

Authorized signatory of the bidder

Title  
Designation  
Date:



**ANNEXURE-VI**

**Hiring of DGR sponsored security agency for deployment of security personnel at PDIL Noida (Limited domestic bidding among empanelled DGR sponsored Agencies).**

**DECLARATION**

To,

Projects and Development India Lid.

Noida – 201301

**Subject : ITB No. ....Dt. ....**

Sir,

We hereby declare that M/s ..... is neither put on Holiday nor Black-listed by any Government / PSU / Private firm or Financial Institution .

Signature

Name:

Designation:

Seal of the Bidder

**ANNEXURE-VII**

**SCOPE OF WORK  
AND  
TERMS & CONDITIONS OF THE CONTRACT**

1. The Security Agency (Contractor) shall provide round the clock 7 days a week security services for the assigned premises i.e. at PDIL Bhawan, A-14, Sector-1, Noida-201301, Dist Gautam Budh Nagar, Uttar Pradesh.
2. Presently, **18 Nos (Eighteen) Security Guards (i.e. 17 Security Guards + 01 Supervisor) (Without Arms-Category)** are required in the shifts (Morning, Evening, Night and General) at PDIL Bhawan, Noida with a provision of increase/decrease of deployment of Security Guards depending upon PDIL requirement during the validity of the contract period.
3. The security guards deployed will be Ex-servicemen personnel as per DGR norms. They shall be of sound health, be mentally alert and physically fit. The security personnel should be able to read & write in Hindi and English. PDIL reserves the right to ask the Security Agency to remove any security personnel found to be not discharging his duties satisfactorily and the Security Agency will immediately remove such person or persons and replace them immediately with suitable personnel. Age criteria of the deployed guards will be as per DGR guidelines or any related Competent Authority guidelines.
4. The Security Agency shall give full bio-data of each Security guard along with copies of discharge certificates, service records, credentials etc. duly verified and certified for our acceptance. The security personnel deployed should not have any criminal background. They should also not have any type of FIR in any police station.
5. The Security Agency shall be liable for all costs, damages, expenses suffered or incurred by PDIL due to the negligence of duty of security agency or its employees which shall be recovered from the agency bill / Security Deposited. The decision of PDIL, Noida regarding such failure of the security agency and their liability for the losses, etc. suffered by the PDIL shall be final and binding on the Security Agency.
6. Security Agency shall surveillance the performance of Security guards stationed for day & night duty at PDIL Bhawan, A-14, Sector-1, Noida-201301, Dist Gautam Budh Nagar, Uttar Pradesh.
7. **Jobs Responsibilities of Security Guards & Supervisor Deployed at PDIL Bhawan, Noida:**
  - 7.1 To provide security services for the protection of life and property against theft, pilferage, sabotage and fire etc, safety to manpower, guiding visitors to the concerned officials/occupants, regulating entry of unwanted visitors/salesmen and maintenance of visitor's register.
  - 7.2 Guarding the ingress/egress points of the premises to control the movement of men and material. Checking the incoming/outgoing goods/property against proper gate passes duly authorized by competent authority. Responsible for frisking and checking of visitors during and after office hours.
  - 7.3 Carrying out security checks as per the instructions issued from time to time by PDIL and maintain records of inwards and outwards movement of men, materials, vehicles, etc. with

- proper check as per instructions given from time to time by PDIL competent authority.
- 7.4 Ensuring judicious use of electricity by switching off switches whenever not required after office hours. Locking and opening of all Office Rooms, Halls, Conference Rooms, Meeting Rooms etc.
  - 7.5 Providing intelligence services to detect anti company activities and undesirable characters engaged in pilferage/sabotage of various items including sanitary fittings.
  - 7.6 Attending to telephone calls and to convey message whenever necessary to the persons concerned and also at the time when receptionist is not available / on leave or engaged in some other important official work. Receiving mail, courier, newspapers etc. during all working hours and non-working hours also.
  - 7.7 Maintaining record of entry & exit time and start and closing meter reading of vehicles hired by PDIL from Travel Agencies. Maintaining record of entry and exit time of Contract Labour & other outsourcing staff. Parking and traffic management within the premises and allotted parking area.
  - 7.8 Reporting to the concerned authority of any irregularity observed and suggesting for remedial measures.
  - 7.9 Assist in investigating cases of accidents, thefts/pilferage and other activities prejudicial to PDIL interests.
  - 7.10 Assist in lodging of complaints/FIRs in case of theft/pilferage/emergency/disaster etc under intimation to concerned authorities.
  - 7.11 Liaison with appropriate local agencies (like police, fire etc.) in case of emergencies/Disaster & well equipped with their update contact numbers.
  - 7.12 In the event of any loss being occasioned to the company on account of the negligence of the security personnel, the Security Agency shall make good the loss sustained by the PDIL, either by proper replacement or on payment of adequate compensation.
  - 7.13 Hoisting/ displaying of National Flag on PDIL Bhawan Noida Building daily in the morning hour and bringing down in the evening, before the sunset. Arrange small parade on Republic Day & Independence Day functions in PDIL.
  - 7.14 Prevent entry of stray animals like cow, dogs etc. through round the clock patrolling of the office premises(s), Patrolling and guarding various common areas & surroundings to ensure adequate safety and security.
  - 7.15 Complete Disaster Management in case of Emergencies/ Disasters.
  - 7.16 Carrying out any other jobs / tasks assigned by PDIL in the interest of security arrangements of PDIL property / employees.
  - 7.17 **Supervisor (Security Guard):** He shall be responsible to ensure compliance of all tasks / duties mentioned from point no **7.1. to 7.16** above. He will supervise working of all security guards and shall ensure that all security related activities are carried out smoothly and shall coordinate with P&A Department on daily basis. He shall be made available preferably in General shift in a week. He shall ensure deployment of security guards to man different security posts. He will oversee the movements of official material coming 'In' and going 'Out' and keep and maintain the records in prescribed register and Gate Pass. Making surprise checks on day / night duty guards in office.

## **8 TERMS & CONDITIONS**

- 8.1 The Agency will provide physically fit, smart, literate and disciplined Security Personnel trained in all aspect of security management and fire-fighting etc. Agency will render complete round the clock security services and shall be responsible for all security and allied issues.
- 8.2 Agency will provide proper complete set of uniform for summer / winter / monsoon seasons to security personnel deployed at PDIL Bhawan Noida for the effective discharge of their duties. It shall be the responsibility of the Security Agency to provide uniform bearing the name of the agency, shoes, socks, belt, cap, Photo Identity Cards, at his own cost, from the date of start of the work. **No deduction shall be made from the Security personnel for such items which are necessary to perform duties.**

- 8.3 The Security Agency shall bear all the expenses incurred on the items i.e. Provisioning of whistle, torches and cells, lathis/batons and other equipment to security staff, stationary for writing duty charts and registers at security checkpoints and records keeping as per requirements.
- 8.4 Security Agency shall be responsible for compliance of all applicable Statutory regulations including Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act 1948, Payment of Wages act 1936, ESI Act 1948, Employees Provident Fund Act 1952, Shops & Establishment Act, Payment of Bonus Act 1965, Employees Compensation Act 1923 etc. The security agency shall also be liable to ensure compliance of the amendments to said statutory norms and/or new norms as may be brought into effect by the Concerned Authorities. The agency shall at all times keep PDIL and/or its employees indemnified from any and all actions/penalties/fines/liability as may arise/levied by various authorities arising out of non compliance of any statutory norms applicable in respect of the security staff deployed by the Security agency. The Security agency shall also bear all expenses/costs as may be incurred in defending any suit/claim brought against it without any liability on PDIL and /or PDIL employees and reimburse any such costs/expenses which PDIL may be required to incur in defending itself against any such suit/claim.
- 8.5 Agency is required to obtain Labour License if applicable under the provisions of Contract Labour (Regulation & Abolition) Act 1970 from the concerned Authorities. Agency will also submit proper license/proof of application from the concerned authorities, as the case may be.
- 8.6 Agency will indemnify the company against all losses or damages or liability arising out of or during the course of employing persons.
- 8.7 Agency will, in no case, transfer or assign or sublet any part of the service once agreed or any share or interest here in any manner or degree directly or indirectly to any person, firm or corporation whatsoever.
- 8.8 Agency will be directly responsible for any/all disputes arising between the agency and its employees and keep the company indemnified against all losses, damages and claims arising thereof.
- 8.9 The manpower deployed by the Security Agency shall be exclusively his own employees and their all statutory liabilities pertaining to financial or otherwise shall have to be borne by the Security Agency himself. The manpower deployed shall have no claim for any benefit / compensation / absorption / regularization of service in PDIL.
- 8.10 As the security agency is required to provide round the clock security services including Saturdays/ Sundays and Holidays, agency required to cater for absenteeism, leave reserves and weekly offs of its staff. The security staff will be deployed in three shifts on weekly rotation basis. If any security guard performing extra hour duty over and above the normal 08 hours duty, the rate shall be arrived at by dividing per day wages (Basic wages plus VDA) by 8 hours and multiplied by 2 i.e. double hourly rate and the same will be paid alongwith applicable ESIC. No other allowances i.e. EPF, Bonus, HRA etc. will be payable.
9. **VALIDITY OF THE CONTRACT:** The contract will be valid for **02 (Two)** years i.e. from the date of award of contract with a provision to extend the validity for another **01 (One)** year if the services of the Security Agency are found satisfactory and DGR will approve.

10. **TERMINATION OF CONTRACT:** The contract shall be terminated without assigning any reason in case the services as per scope of work are not found satisfactory or Security Agency violates the terms and conditions of the contract or non compliance of statutory rules/provisions of applicable laws.
11. **SECURITY PERSONNEL CONDUCT & BEHAVIOUR**  
Security Agency has to ensure that all personnel deployed are well behaved, courteous and Soft spoken. In case any security personnel is found to be misbehaving with PDIL staff and visitors or found to be intoxicated or otherwise, he shall be removed from duty with immediate effect and to be replaced within 48 hours of such notice from PDIL which shall be binding on the Security Agency.
12. **SECURITY AND SAFETY RULES:** Security personnel shall abide by the existing security and safety rules/regulation/precaution as per instruction issued to them from time to time. The Security Agency and its staff may also be required to pledge secrecy and non-divulgence of the nature of the work of PDIL that may prejudice the interest of PDIL. Security Agency shall submit Police verification of each Security Guard at the time of deployment in PDIL.
13. **DISCIPLINE:** Security personnel deputed for the subject job by the Security Agency shall maintain punctuality and discipline. If any Security personnel engaged by Security Agency is found to be undisciplined, misbehaving with PDIL authorised representative and/or officer/staff under the influence of any intoxicant, PDIL may ask the Security Agency to replace such Security personnel and Security Agency shall then forthwith comply with such instruction.
14. **PAYMENT TO THE MANPOWER (SECURITY STAFF):** The Security Agency shall make payment to the manpower deployed on or before 7<sup>th</sup> of every succeeding month by depositing through online/e-banking in their personal bank accounts and submit to PDIL the bank transaction of e-banking/online payment to security staff immediately as proof of wages disbursement. In case payment is made through account payee cheque (in exceptional cases), Agency should hand over the cheque to the respective person in presence of the Representative of P&A Department.
15. **ESIC AND EPF CONTRIBUTIONS:** The Security Agency shall be responsible for deposition of ESIC & Provident Fund Contributions (Employee's & Employer's), as applicable with Concerned Authorities every month. Electronic Challan in respect of individual manpower deployed alongwith Bank Challan showing the deposition of ESIC and EPF Contributions shall be furnished by the Security Agency alongwith their bill for payment. Monthly salary slip including Minimum Wages / DGR Rate, EPF and ESIC deduction details shall be issued to each Security personnel at the time of salary distribution by the Security Agency. Security Agency is required to submit Monthly Electronic Challan as proof of deposition of EPF, ESIC, Insurance Premium and Professional Tax Contributions (if any as applicable) with concerned authority along with each monthly bill.
16. The Security Agency will pay the leave wages as per UP Shops & Establishment Act and Bonus as per the Payment of Bonus Act to the security personnel through Bank Account Transfer / Account Payee cheque only (If applicable). Security agency shall claim separately from PDIL for reimbursement of the amount paid by him against leave wages & bonus after making the payment to security personnel. Security Agency shall submit the documents like copy of bonus

register and leave register showing the paid amount along with Bank statement and any other documents as may be required under rule.

17. Minimum wages are revised by the appropriate government/ DGR notification from 1<sup>st</sup> April & 1<sup>st</sup> October of every year. It shall be brought to the notice of PDIL along with the minimum wages notification issued by the government for issuing necessary amendment letter for minimum wages before making the same effective in the wages of the security personnel by the Security Agency. Once the amendment letter is issued in this regard, revised wages shall be paid to the security personnel by the agency. However, the service charges shall remain firm during the entire contract period.
18. **INSURANCE OF SECURITY STAFF:** It is the responsibility of the Security Agency to arrange necessary Insurance coverage (as applicable) keeping in view of Employee Compensation Act for all risk to his personnel deployed to provide services as detailed in the Scope of work. Security Agency shall submit the documents like premium document copy and claim separately from PDIL for reimbursement of the amount paid against insurance premium of security guards deployed.
19. No Service charge shall be paid to the Security Agency for any statutory payments / liabilities / compliances like leave wages, bonus etc.
20. The Security Agency shall act as an Independent Operating Agency not as an Agent or employee of PDIL.
21. **PROCEDURE FOR SUBMITTING OF BILLS TO PDIL:** Security Agency shall submit Monthly bill (Latest by 15<sup>th</sup>) along with duly certified necessary (below listed) documents (as applicable) to P&A Department:
  - a) Attendance sheet, Wage sheet (in original), e-banking statement/online statement of wage disbursement of the month.
  - b) Monthly Electronic Challans for deposition of PF & ESI contributions / Employee Compensation premium towards coverage of respective employees (as applicable) with Concerned Authorities in respect of each security staff.
  - c) Bank Challans in respect of deposition of PF and ESI contributions.
  - d) Salary slips as per Form No. XIX or any DGR format.

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**ANNEXURE-VIII**

**SECURITY CUM PERFORMANCE BANK  
GUARANTEE**  
(STAMP PAPER TO BE PURCHASED ON NAME OF  
BANK)

This guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ (Year in four digits) between a company incorporated in (mention name of the Bank/company) \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called the "BANK" which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns) of the one part; and M/s. \_\_\_\_\_ (Purchaser), a company incorporated in India under the Indian Companies Act 1956 and having its registered office at PDIL Bhawan , A-14 , Sector-1 , Noida – 201301, Dist. – Gautambudh Nagar (U.P) (hereinafter called the "PURCHASER" which expression shall include its successors and assigns) of the other part.

WHERE AS M/s \_\_\_\_\_ (Seller) a Company incorporated in \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the "COMPANY" which expression shall include its successor and assigns) have secured order Number \_\_\_\_\_ dt. \_\_\_\_\_ For \_\_\_\_\_ (item description as per Purchase Order/Contract) of \_\_\_\_\_ at a total cost of \_\_\_\_\_ plus site supervision services on per diem rate basis as applicable from the PURCHASER / OWNER. supervision services on per diem rate basis as applicable from the PURCHASER / OWNER.

**WHEREAS**

1. It is one of the terms of the said order that the COMPANY shall furnish to the PURCHASER/OWNER a guarantee of a BANK which shall be for 10% of the value of the order and shall be valid for the duration of supply of the services covered by the said order and the period of defects liability in respect of the said services plus claim period of six months.
2. The BANK has at the request of the COMPANY agreed to give in favour of the PURCHASER a guarantee in manner hereinafter appearing which the PURCHASER has agreed to accept.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. In pursuance of the said agreement and in consideration of the premises the BANK hereby unconditionally guarantees to the PURCHASER due observance and fulfillment by the COMPANY of the terms of the said order relating to the said equipment and of the performance warranties which is a part of the said order and agrees and undertakes that if the COMPANY fails to observe and fulfil the said terms of the said order and/or the performance warranties then the BANK shall immediately pay to the PURCHASER on demand such sum or sums of money to the extent of being 10% of the value of the said order on account of losses and damages suffered by the PURCHASER as may be claimed by the PURCHASER by reason of such non-observance and non-fulfilment by the company as aforesaid and shall also indemnify the PURCHASER against all losses and damages which may be suffered by the PURCHASER aforesaid and against all costs, charges, expenses which may be incurred by the PURCHASER in connection herewith.
2. The BANK hereby agrees that the decision of the PURCHASER as to the failure on the part of the COMPANY to fulfil their obligations as aforesaid and/or as to the amount payable by the BANK to the PURCHASER hereunder shall be final, conclusive and binding on the BANK.
3. All compensations and payments received by the PURCHASER from Bank on behalf of the COMPANY shall be regarded as payments in gross and in the event of the COMPANY BEING wound-up, the PURCHASER will be entitled to prove against the properties of the COMPANY in respect of the whole of the COMPANY's indebtedness to the PURCHASER without any right on the part of the BANK to stand in the PURCHASER's place in respect of or to claim the benefits of such imposition and payment or any security held by the PURCHASER until the PURCHASER shall have received the full amount of the PURCHASER's claims against the COMPANY.
4. This guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by the PURCHASER on account of the moneys hereby intended to be secured and the



- PURCHASER at its discretion and without any further consent from the BANK and without affecting the liability of the BANK and the rights of the PURCHASER against the BANK may be compound within given time or other indulgence to or make any other arrangement with the COMPANY and nothing done or omitted to be done by the PURCHASER in pursuance of any authority or permission contained in the guarantee shall affect or discharge the liability of the BANK.
5. Though as between the COMPANY and the BANK, the BANK is SURETY only, the BANK agrees that as between the PURCHASER and the BANK, the BANK is principal debtor to the PURCHASER.
  - 6 This guarantee shall not be affected by any change in the constitution of the BANK or the COMPANY nor shall this guarantee be affected by any change in the constitution of the PURCHASER or any amalgamation or absorption with any other body corporated and this guarantee will be available to or enforceable by such body corporate.
  7. The guarantee shall be continuing guarantee and continue to be in force notwithstanding the discharge of the COMPANY by operation of law and shall cease only on payment in full to the PURCHASER by the BANK of the amount hereby guaranteed and on the claim of the PURCHASER against the COMPANY on any account whatsoever being satisfied.
  - 8 In order to give full effect to the provisions of this guarantee the PURCHASER will be entitled to act as if the BANK were the principal debtor to the PURCHASER and the BANK hereby waives all or any of its rights as surety.
  9. This guarantee is irrevocable except with the written consent of the PURCHASER.
  10. This guarantee shall remain valid up to \_\_\_\_\_.
  11. Any notice by way of request demand or otherwise hereunder may be sent by post to the BANK addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the PURCHASER that the envelope so posted shall be conclusive.

12. These presents shall be governed by and construed in accordance with Indian Law.
13. Notwithstanding anything stated above, the BANK's liability to the PURCHASER under this guarantee shall be limited to \_\_\_\_\_ and the guarantee will remain valid up to \_\_\_\_\_ provided that unless a claim under this guarantee is made by the PURCHASER against the BANK within three (03) months of the said date of expiry of this guarantee, the claim shall be forfeited and the BANK shall be relieved and discharged from all liabilities under this guarantee.

IN WITNESS whereof the BANK has hereunto affixed its common seal the day and year first above written.

THE COMMON SEAL OF THE ABOVE NAMED BANK has hereunto been affixed in the presence of