

**NATIONAL POWER TRAINING INSTITUTE**

(An ISO 9001: 2000 Organization Under Ministry of Power, Govt .of India)

**HOT LINE TRAINING CENTRE**

Bangalore – 560 082

**BID DOCUMENT**

for

**Providing Security Services at  
HLTC Complex at Somanahalli  
and Peenya.**

OPEN TENDER No. 45/R&M/HLTC/2012/34

Dated: 04-04-2012

Cost : ₹. 500/- (Non – Refundable)

Sl. No. :

Issued to :

## INDEX

Section	Description	Page No.
<b>Section – I</b>	<b>Bid Reference</b>	<b>3</b>
<b>Section - II</b>	<b>Invitation to bid</b>	<b>4</b>
<b>Section-III</b>	<b>Instruction to Bidders</b>	<b>5 -10</b>
<b>Section-IV</b>	<b>Terms &amp; conditions of contract</b>	<b>11-17</b>
<b>Section-V</b>	<b>Scope of work</b>	<b>18- 19</b>
<b>Section – VI</b>	<b>Technical Bid</b>	<b>20-21</b>
<b>Section-VII</b>	<b>Price Bid</b>	<b>22 - 23</b>
<b>Annexure - I</b>	<b>Profile of the Organization</b>	<b>24</b>

# **NATIONAL POWER TRAINING INSTITUTE**

(An ISO 9001: 2000 Organization Under Ministry of Power, Govt .of India)

## **HOT LINE TRAINING CENTRE**

**Bangalore – 560 082**

### **SECTION - I**

## **DOMESTIC COMPETITIVE BIDDING**

**(Through call of open Tenders)**

Tender No. 45/R&M/HLTC/2012/34

Dated: 04-04-2012

Name of Work	<b>Providing Security Services at HLTC Complex at Somanahalli and Peenya</b>
Estimated value of contract	<b>₹. 12,68,000/-</b>
Earnest Money Deposit	<b>₹. 25,500/-</b>
Period of Sale of Bid Document	<b>From 09.04.2012 to 23.04.2012</b>
Last Date & Time for receipt of Bid	<b>Up to 02.00 pm on 24.04.2012</b>
Time and Date of Opening of Technical Bid	<b>24.04.2012 at 03.00 pm.</b>
Place of Opening of Technical Bid	Conference Hall in Administrative Block, HLTC, Bangalore
The tender documents can be obtained from:	Office of the Director, HLTC, Bangalore
Tender documents can be submitted at	Tender Box Kept at the office of the Director, HLTC, Bangalore
Tenders addressed to	The Director, Hot Line Training Centre, 26th km Kanakapura Road, Somanahalli Gate, Udayapura Post, Bangalore– 560 082.

## **SECTION –II**

### **INVITATION FOR BID**

Tender No. 45/Security/HLTC/2012/34

Dated: 04-04-2012

On behalf of Competent Authority of National Power Training Institute, the Director, Hot Line Training Centre, Bangalore invites sealed bids from the eligible agencies for **Providing Security Services at HLTC Complex at Somanahalli and Peenya up to 14:00 hrs. on 24.04.2012**. The scope of work include providing round the clock security services with a total of **11 security guards** at Institute Main Gate, Hostel, hanger area and residential staff quarters of HLTC complex, Somanahalli and at Peenya on all days including Saturdays, Sundays and National holidays.

1. The agency shall have valid Empanelment Certificate from Directorate General Resettlement, Ministry of Defence, Government of India for undertaking security services contract or the agency shall have experience in security services executed with Central/State Govt. Departments/ Govt. Bodies / Undertakings funded by Govt. as prescribed in the bid document.
2. The Earnest Money Deposit (EMD) of ₹. **25,500/-** by means of demand draft/Bankers cheque drawn in favour of "**Director/ HLTC**" and payable at Bangalore shall be submitted along with the tender.
3. The contract will be awarded initially for a period of **One year**. The Competent Authority of HLTC/NPTI reserves the right to reduce the contract period or may extend the contract on mutual consent for **a further period of 12 months** on the same terms and conditions.
4. The bid document can be obtained on written request along with proof of eligibility, on payment of ₹. **500/ (Non-Refundable)** from the office of Director, NPTI/HLTC, from **09.04.2012 to 23.04.2012** between **11.00 am to 5.00pm** on all working days. The bid document can be viewed and downloaded from [www.npti.in](http://www.npti.in), [www.hltc.in](http://www.hltc.in) & [www.tender.gov.in](http://www.tender.gov.in). Those who have downloaded bid document from the website, the tender cost of ₹. **500/- (Non-Refundable)** shall be attached separately in the technical bid by means of demand draft/Bankers cheque drawn in favour of "**Director/ HLTC**".
5. NPTI/HLTC reserves the right to issue the tender forms only to the agencies, who are fulfilling the eligibility criteria. The NPTI/HLTC also reserves the right to accept or reject any bid, and to annul the bidding process at any time, without thereby incurring any liability to the affected Bidder or Bidders.
6. The Sealed tenders completed in all respects shall be submitted in the tender box kept at the office of the Director, HLTC, Bangalore **up to 14:00 hrs. on 24.04.2012** and the technical bids will be **opened at 15:00 hrs on the same day** at Conference Hall in office building at HLTC, Bangalore

**Director**  
Hot Line Training Centre, Bangalore

## **SECTION-III**

### **INSTRUCTIONS TO BIDDERS**

1. This Invitation for Bids is open to the agencies having valid Empanelment Certificate from Directorate General Resettlement, Ministry of Defence, Government of India for undertaking security services contract or the agency shall have experience in security services works with Central / State Govt. departments / Undertakings **during last seven years** ending last day of the previous month to the one in which applications are invited.
  - a) **Three similar works each of value not less than ₹. 5,07,200/- i.e. 40% of the estimated cost put to tender or**
  - b) **Two similar works each of value not less than ₹. 7,60,800/- i.e. 60% of the estimated cost put to tender or**
  - c) **One similar work of value not less than ₹. 10,14,400/- i.e. 80% of the estimated cost put to tender.**
2. The Bidder is expected to examine all instructions, forms, terms & conditions, and specifications in the bidding document. Failure to furnish information required by the bidding document or submission of a bid not substantially responsive to the bidding document in every respect will result in rejection of the bid.
3. The bidder is required to fill up the Profile of his Organization and other details in the format given as per Annexure – I of the Bid Document.
4. The bid prepared by the Bidder, as well as all correspondence and documents shall be written in English language.
5. The bids are to be submitted in two parts in separate sealed envelopes, i.e., Technical Bid and Price Bid.
6. The **Technical Bid** (Part-A) submitted by the bidder shall include the following:
  - (a) Copy of valid Empanelment Certificate from Directorate General Resettlement, Ministry of Defence, Government of India for undertaking security services contract or full particulars of Govt. organizations, where the agency has carried out security services contract as prescribed in the **clause 1** above (Self-attested copies of the relevant work orders are to be enclosed).
  - (b) Copy of the audited balance sheet, Profit and Loss Account of the bidder for the previous two financial years **(2009-10 & 2010-11)** and Income tax return particulars for the previous two financial years **(2009-10 & 2010-11)**
  - (c) A copy of PAN card
  - (d) Copy of Registration certificate, If any with the Labour Commissioner having jurisdiction over the territory in which services are sought to be provided by the agency under this contract.

**Signature of the bidder**

- (e) Copy of Valid EPF registration particulars, Service Tax Registration Certificate if any.
- (f) Information regarding any litigation, current or during the last five years in which the bidder was/is involved, the opposite party(s) and the disputed amount.
- (g) Details regarding any work order that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with reasons for the same (copies of relevant documents to be enclosed).
- (h) Earnest Money Deposit (EMD) of ₹. **25,500/-** by means of demand draft/Pay order/Banker's Cheque drawn in favour of '**Director, HLTC**' and payable at Bangalore

## **7 Sealing and Marking of Bids:**

- (a) The **Technical Bid** along with EMD instrument and requisite documents (listed in Para 6 above) shall be placed in one sealed envelope super scribed '**Technical Bid**'. The **Price Bid** shall be kept in a **separate sealed envelope super-scribed 'Price Bid'**. Both the envelopes shall then be placed in one single, sealed envelope super-scribed '**Bid for Providing Security Services at HLTC Complex at Somanahalli and Peenya**' and shall be addressed to **the Director, Hot Line Training Centre, 26<sup>th</sup> KM, Kanakapura Road, BANGALORE – 82**. The bidder's name, telephone number and complete mailing address shall be indicated on the cover of the outer envelope.
- (b) Both the inner envelopes super-scribed **Technical Bid** and **Price Bid** shall have the name and address of the bidder so that if required, they may be returned to the bidder without opening.
- (c) If the outer and inner envelopes are not sealed and marked as required, the NPTI/HLTC will assume no responsibility for the bid's misplacement or premature opening.
- (d) If for any reason, it is found that the Technical Bid reveals the Price Bid related details in any manner whatsoever, or, the Price Bid is enclosed in the envelope super-scribed, "Technical Bid", the Bid document **will be summarily rejected in the first instance** itself.
- (e) All the Bid documents submitted shall be serially page numbered and contain the table of contents with page numbers.

## **8 Deadline for Submission of Bids:**

- (a) Bids must be received by the NPTI/HLTC at the address specified not later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared a holiday for the NPTI/HLTC, the Bids will be received up to the appointed time on the next working day.

**Signature of the bidder**

- (b) The NPTI/HLTC may, at his discretion, extend the deadline for submission of bids which will be binding on all the bidders.
- (c) Any bid received by the NPTI/HLTC after the deadline for submission of bids prescribed by the NPTI/HLTC in the bid document will be rejected and will not be opened.

**9. Modifications and Withdrawal of Bids:**

- (a) The Bidders may modify or withdraw their bid after the submission of bid, provided that written notice of the modification or withdrawal is received by the NPTI/HLTC prior to the deadline prescribed for submission of bids.
- (b) The Bidder's modification or withdrawal notice shall be prepared, marked and dispatched in a sealed envelope. A withdrawal notice shall be through a signed confirmation by the bidder. The NPTI/HLTC shall receive it before the deadline for submission of bids.
- (c) Bid withdrawn in the intervening period of the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the bid form will result in the Bidder's forfeiture of his EMD.

**10.** Bids shall remain **valid for 90 days** after the date of bid opening prescribed by the NPTI/HLTC. A bid valid for a shorter period shall be rejected by the NPTI/HLTC as non-responsive.

**11.** In exceptional circumstances, the NPTI/HLTC may request the Bidder's consent for an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his EMD. A Bidder granting the request will not be permitted to modify the bid.

**12. Opening and Evaluation of Technical Bids:**

- (a) The Tender Committee appointed by the NPTI/HLTC will open all Technical Bids in the first instance on the appointed date, time and venue.
- (b) During evaluation of the bids, the NPTI/HLTC may, at its discretion, ask the Bidder for clarification of his bid.
- (c) No bidder shall contact the NPTI/HLTC on any matter relating to his bid from the time of the bid opening to the time the purchase order is placed. If the Bidder wishes to bring additional information to the notice of the NPTI/HLTC it shall be done in writing. However, all bidders are strongly advised to furnish all material information in the bid itself.
- (d) Any effort by a Bidder to influence the NPTI/HLTC in its decisions on bid evaluation, bid comparison or purchase order decision will result in rejection of the bid.

**Signature of the bidder**

### 13. Opening and evaluation of Price Bids:

- (a) The results of the evaluation of the Technical Bids along with the date of opening of the Price Bids will be communicated in writing to the qualifying bidders. The unsuccessful bidders will be notified separately.
- (b) The **Price Bid** shall comprise the price component for all the services indicated in the Section-III of the bid document. **The price quoted by the bidders shall include all applicable taxes, wherever applicable.** The bidder shall include Service tax and surcharges/cess etc. as applicable on the services that are provided under this contract in the lump sum rates quoted and NPTI/HLTC would not bear any additional liability on this account.
- (c) NPTI/HLTC shall however, deducts such tax at source as per the rules and issue necessary certificates to the Agency. The prices once accepted by the NPTI/HLTC shall remain valid till the currency of the contract. The NPTI/HLTC shall not entertain any increase in the prices during the period.
- (d) Rates shall ensure compliance of under noted statutory obligations:
  - Contract Labour (Regulation & Abolition) Act, 1970
  - Employee State Insurance Act and rules made there under.
  - Minimum Wages Act, 1948 & Payment of Bonus Act, 1965, Payment of Wages Act, 1936 and rules made there under.
  - EPF (Misc. Provisions) Act 1952 and rules made there under.
  - Any other labour Legislature that may be applicable or may become applicable.
  - Industrial Safety Rules.
- (e) The rates are inclusive of all (i.e. Provident Fund, ESI, Bonus, Gratuity, Paid Leave, pay for National Holidays, Uniform Allowance, Operational Cost, Service Charges and all other levies that are applicable from time to time shall be met within the total invoice value.
- (f) Prices shall be quoted in Indian rupees only.
- (g) Arithmetical errors will be rectified on the following basis:- If there is a discrepancy between words and figures, the higher of the two shall be taken as the bid price. If there is any other discrepancy, the figure leading to the determination of the higher amount shall be adopted. If the bidder does not accept the correction of errors, as aforesaid, his bid will be rejected.

### 14 . Payment terms.

The NPTI/HLTC shall make the contract payment as per the payment schedule mentioned below:

**Signature of the bidder**



- (a) Monthly bills submitted in duplicate by the agency for the security services works executed in the preceding month, shall be paid after submission of bills in duplicate duly complete in all respects. The payment for the work will be released only after production of attendance records / log register for each security point at Somanahalli campus and at Peenya and production of copies of Acquaintance rolls for proof of payment of wages to the security personnel. The payment of wages to the workmen engaged under this contract shall be disbursed in the presence of authorized representative of this Institute. Inadequate supply of Security inadequate supply of security items like whistle, lathi, emergency lamps / torch, umbrellas, etc. will attract deduction at pro-rata basis from the work bill towards compensation. The decision of Director, HLTC, Bangalore, is final and binding in this regard.
- (b) If the performance of the security services by the agency is not found satisfactory the Competent Authority of NPTI/HLTC shall have power to terminate the contract. Upon such termination, the security deposit of the Agency shall be liable to be forfeited and shall be absolutely at the disposal of NPTI/HLTC.
- (c) If at any time during currency of JOB, the SCOPE OF WORK for which this job has been awarded is reduced/abandoned, the payment / value of this job order shall be reduced on pro-rata basis by the NPTI/HLTC and the decision of Director, HLTC, Bangalore would be binding on the Agency.
- 15.** The NPTI/HLTC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or bidders of the grounds for the NPTI/HLTC' s action.
- 16.** The NPTI/HLTC will award the contract to the Bidder whose bid has been determined to be the most responsive to the Bidding Document and who has offered the best-evaluated bid, within 30 days of the opening of the Price Bid.
- 17.** The Bidder shall sign his bid with the exact name of the concern to which the contract is to be awarded.
- 18.** The Bid document filed by the bidder shall be typed or written in indelible ink. No over writing or cuttings shall be permitted.
- 19.** In case the Bid document submitted has deviations from the specifications or terms and conditions prescribed, the Bidder shall describe them in the Technical Bid covers separately and prominently (even though the deviations may not be material). It must be ensured that the price related deviations are not indicated in the Technical Bid cover in any manner. The NPTI/HLTC reserves the right to reject the bid having deviations from the prescribed terms and conditions.
- 20.** It will be the sole responsibility of the bidder alone to execute the entire contract. Subletting of contract will lead to termination of contract. Upon such termination of contract the security deposit (EMD) submitted by the agency will be forfeited.

**Signature of the bidder**

- 21.** It is suggested that **prior to the submission of Bid, the Bidder/authorized representative shall personally inspect the NPTI/HLTC complex and facilities available at the NPTI/HLTC's premises at Somanahalli and at Peenya centre at his own cost and under prior intimation.** This is necessary to enable the bidder to gather all the information, so as to prepare the Bid accurately after taking into consideration all the relevant factors. Submission of the bid will, therefore, be considered as meeting the requirements of bidder having fully read and understood the tender document and the scope of work prescribed therein.
- 22.** The contract shall be deemed to have been concluded in BANGALORE for purposes and therefore, the Courts of India at BANGALORE will have exclusive jurisdiction to determine any unresolved dispute with respect to this contract.
- 23.** Making misleading or false representation in the bid document will lead to disqualification of the Bidder at any stage.
- 24.** Where the bid has been signed by the Authorized Representative on behalf of the concern, the bidder shall submit a certificate of authority and any other document consisting of adequate proof of the ability of the signatory to bind the bidder to the contract. (NPTI/HLTC may out rightly reject any bid, which was not supported by adequate proof of the signatory's authority).

**Read and accepted.**

**Signature and stamp of  
Bidder or Authorized Signatory**

## **SECTION-IV**

### **TERMS & CONDITIONS OF CONTRACT**

- 1.** No alteration shall be made in any of the **terms and conditions** of the bid document by scoring out. In the submitted bid, no variation in the conditions shall be admissible. Bids not complying with the terms and conditions listed in this section are liable to be ignored.
- 2.** A sum of ₹. **25,500/-** (Rupees Twenty five thousand and five hundred only) must be deposited as **Earnest Money Deposit** (EMD) by means of Bank Draft drawn in favour of 'Director, HLTC' & **must accompany the technical bid** in the sealed envelope without which the Bid will be rejected. The said amount will be forfeited, if the successful bidder fails to sign the contract and start the work within the time prescribed by the NPTI/HLTC.

The earnest money of successful bidder will be adjusted with the money to be deposited with respect to **Performance Guarantee**, which has to be deposited within 15 days after the receipt of Letter of Intent @ **10 % of the tendered value of contract**. The **Performance Guarantee** will be refunded to the contractor within 03 months after completion of contract period without interest after deducting liabilities if any. For other Bidders, the Earnest money instrument will be returned within 10 days of the completion of the financial evaluation by registered post /by hand.
- 3.** Every bidder shall also pay ₹. **500/-** (Non – refundable) towards cost of the blank bid document by way of a demand draft drawn in favor of '**Director, HLTC**', **who have downloaded the bid document from the website and they shall ensure that the cost of the bid document is also placed in the cover containing the technical bid**. Bid without the payment of the cost of the bid document shall be summarily rejected.
- 4.** No bid will be considered unless and until all the pages / documents comprising the Bid are properly signed and stamped by the person/s authorized to do so.
- 5.** In the event of tender of lowest bidder being accepted, the lowest bid will be converted into a contract, which will be governed by the terms and conditions given in the bid document. The instructions to bidders & Scope of work shall also form part of the contract.
- 6.** The terms and conditions of contract given in **Section-II & IV**, along with the Instructions to Bidders in **Section III** shall be signed and returned in the envelope marked as 'Technical Bid', otherwise the tender will be rejected.
- 7.** All above conditions will be enforced, unless written order of NPTI/HLTC is obtained relaxing any specific condition in any specific instance.
- 8.** The NPTI/HLTC does not bind itself to accept the lowest tender.

**Signature of the bidder**

- 9. Period of contract and extension.** The contract shall be for a period of 12 months with a provision to extend the contract for 12 more months with same terms and conditions on successful execution of the contract and if mutually agreed to that effect. However, NPTI/HLTC has the right to terminate the contract with one month's notice during the contract period.
- 10. Deployment of Manpower:** - The contractor shall invariably deploy 11 security guards in the premises of NPTI/HLTC to carry out all the activities and works envisaged in the Schedule of Quantity and Scope of Work. Before deployment, the contractor shall submit a list of security guards to be deployed along with their detailed bio-data which shall include information like name, father/ husband's name, whether Male/Female, age, present address, permanent address, qualification etc. Proof of age, mobile number & other contact details shall also be submitted along with the bio-data. The contractor shall also ensure that all the security guards are effectively supervised and coordinated in the day to day work. The contractor shall deploy his representative to act as an interface between him and the officer-in-charge on behalf of NPTI/HLTC for effective dispensation of the services envisaged under the contract and shall be available in the office premises as per requirement.
- 11. Payment to Contractor:** - All the payments to the contractor for this contract shall be made by NPTI/HLTC through e - payment mode only, for which the necessary details shall be furnished during execution of the contract. No request for release of payment through cheque shall be considered. Payment shall be released on monthly basis after disbursement of minimum wages to the security guards as prescribed and on processing of the bill by officer- in-charge within 07 days of receipt of complete bill in duplicate from contractor with all required documents.
- 12. Price Variation or Adjustment-** Provision of escalation in contract price is provided for taking care of hike/ revision in minimum wages by the appropriate government authorities, which takes place normally twice in a year so that contractor could meet the statutory obligations. Whenever an upward revision of the prescribed minimum wages is done by the appropriate labour authority after award of the contract and during the currency of contract, NPTI/HLTC shall reimburse the difference between the Revised Minimum Wages and the Minimum Wages which was in vogue at the time of bid. This amount shall be paid as a new item in the Schedule of Quantity on monthly basis under the heading "Escalation in Minimum Wages" *plus applicable Provident Fund, ESI*. The contractor shall submit proof of revision and payment of wages at revised rates to security guards for the preceding month for claiming this escalation.
- 13. Statutory Taxes:** - Income tax and other statutory deduction will be made from each bill submitted by the contractor as per the prevailing rate and rules. Certificate for all the tax deducted at source shall be issued to the contractor by NPTI/HLTC.
- 14. Statutory & Other Responsibilities of the Contractor:-**
- a) It shall be the responsibility of the contractor to comply with all statutory obligations under various enactments which are applicable to the contract. The contractor shall be responsible to secure compliance with all Central & State Government laws as well as Rules, Regulations. Bye-laws and order of the local authorities and statutory bodies as may be in force from time to time as applicable.

**Signature of the bidder**

- b) The contractor shall also be responsible for safety of all workmen employed by them from time to time and they shall be responsible for payment of any compensation that may arise out of any accident, injury or death of security guards during the execution of contract. NPTI/HLTC shall bear no liability whatsoever towards any violations by the contractor in this regard.
- c) The contractor shall comply with all labour laws applicable to workmen engaged by them for carrying out work and NPTI/HLTC shall bear no liability whatsoever towards any violations by the contractor in this regard. Detailed instructions on compliance to some of these Labour Laws are enumerated in the ensuing paragraphs.

**15. Observance of Labour laws and Regulations:-**The contractor shall comply with all applicable labour laws and indemnify NPTI/HLTC against all claims, damages, or compensation under the provisions of various labour laws. The contractor shall comply with all the labour laws in vogue including the Minimum Wages Act 1948. The Payment of Wages Act 1936, The Contract Labour (R&A) Act 1970, The Child Labour (R&A) Act 1986, ESI Act 1948, The Equal Remuneration Act 1976, The EPF & Misc Provisions Act 1952 Act. An indicative list of provisions under some of these Acts is enumerated hereunder. This list is not exhaustive but only highlights some of the important statutory provisions which the contractor is bound to comply with. The contractor is bound to comply with all other applicable statutory provisions even if it is not indicated herein expressly.

**16. The Minimum Wages Act 1948**

- i) The Security Guards engaged by contractor for carrying out work as mentioned in SCHEDULE OF QUANTITIES shall be paid Minimum Wages as notified by the appropriate authority from time to time.
  - ii) The wages shall be paid to security guards deployed by contractor for 8 hours of normal work per day.
  - iii) The security guards engaged by the contractor shall be provided a day of rest in every period of 7 days and full remuneration for the day of rest shall be paid to them.
- iv) The current applicable Minimum Wages per security guards (as on 01/10/2011) prescribed by the Ministry of Labour & Employment, Government of India vide its Order No. No.1/5(3)/2011 LS-II dated Sept 2011 is ₹. 268.58/- Per Day for unskilled (including EPF, Bonus, ESI, etc.)The contractor shall pay their security guards engaged in the NPTI/HLTC premises at rates which are not below this rate or below the applicable Minimum Wages at that point of time.

**Signature of the bidder**

**17. The Payment of Wages Act 1936**

- i) The contractor shall pay wages to the security guards engaged by them on or before the expiry of the 7<sup>th</sup> day of the following month.
- ii) The wages shall be paid to the security guards preferably through cheque in the presence of Officer In-charge or his authorized representative without deduction of any amount except those that are authorized under the Act.

**18. The Child Labour (Regulation and Abolition) Act, 1986**

The contractor shall not be allowed to engage child labour as defined under the law in the premises of NPTI/HLTC for carrying out any work under the contract.

**19. The Equal Remuneration Act, 1976**

The contractor shall not pay to any security guard, deployed by contractor, remuneration at rates less favourable than those at which remuneration is paid by the contractor to security guards of the opposite sex for performing any job at our premises.

**20. The Employees Provident Fund (PF) and Miscellaneous Provisions Act.1952**

- a) The contractor shall register himself with the appropriate authority under the Act and obtain a valid PF code immediately on commencement of the contract.
- b) The contractor shall open a Provident Fund (PF) account for each security guard engaged by him with the PF authorities.
- c) The contractor shall deposit monthly contribution comprising of employees' and employers' contribution with the prescribed PF authorities and submit a proof of the same along with the monthly bills to NPTI/HLTC.
- d) The contractor shall prepare a contribution card as per the prescribed Form 3 or Form 3 A as may be appropriate.
- e) The contractor shall submit a statement showing the recoveries of the contribution in respect of security guards engaged by them at premises of NPTI/HLTC within 7 days of the close of every month to Officer In- charge.

**21. The Employees State Insurance (ESI) Act 1948**

The contractor shall take ESI coverage for all the workmen engaged for the work under this contract and ensure that ESI Cards are issued by the prescribed authorities. Proof of deposit of ESI Contribution shall be submitted along with the monthly running bills.

**22. The Contract Labour (Regulation and Abolition) Act ,1970**

- i) If the total number of security guards deployed by the contractor is more than 20 on any given day under this contract, then they shall obtain license from the appropriate labour authority immediately after the award of contract.
- ii) The Contractor shall ensure disbursement of the wages to the engaged security guards in the presence of authorized representative of NPTI/HLTC.

**Signature of the bidder**

- iii) The Contractor shall maintain register and records regarding the particulars of security guards engaged like name, age, address, rate of wages being paid to security guards, nature of work performed by security guards and any other information in prescribed Form XIII.
  - iv) The contractor shall furnish the notice of commencement/ completion of contract work in Form VI A to appropriate labour authority. (If license has been obtained by them)
  - v) The contractor shall provide employment card to the security guard as prescribed in Form XI V and copy of the same shall be submitted to the Officer-in charge of NPTI/HLTC.
  - vi) The contractor shall maintain register of wages as prescribed in Form XVII.
  - vii) The contractor shall maintain register of overtime as prescribed in Form XXIII.
  - viii) The contractor shall issue wages slip to the security guards as prescribed in Form - XIX and submit the same to the Officer-In charge of NPTI/HLTC.
  - ix) The contractor shall submit Half Yearly Return to the licensing Office as prescribed in Form - XXIV to the prescribed labour authority if license has been obtained by them.
- 23. Uniform & Photo Identity Cards:-** The contractor shall provide neat uniforms to all security guards who are deployed in the premises throughout the contract period. All security guards shall be provided with trousers and shirts, a pair of black shoes, badges, whistle, lathi, emergency lamps / torch, umbrellas, rain coats etc. The choice and colour of the uniform shall be decided in mutual consent between the contractor and the Officer-In-charge of NPTI/HLTC. The contractor must ensure that the persons engaged by him are properly dressed in line with the office decorum. The contractor shall also provide photo identity cards to all security guards deployed in the premises and submit a copy of such identity cards along with the personal particulars to NPTI/HLTC.
- 24. Basis of contract:** - The contract shall be operated as per the operations envisaged in the Schedule of Quantity, the operational instructions given in the Scope of Work and the Terms and Conditions of Contract enumerated herein. Since the major component of the cost of contract is towards the wages of workmen, **all bids which are below the minimum wages rates stipulated by the Government of India, Ministry of Labour & Employment shall be summarily disqualified.** The rates quoted in SCHEDULE OF QUANTITIES shall remain firm during the currency of contract. However, whenever, the minimum wages rates are revised by the appropriate authority, the contractor shall pay wages at rates which are not below the revised minimum wages rates and obtain reimbursement of the difference between this rate and the rate indicated above, for the number of security guards specified, on submission of proof of payment of revised wages to the security guards.
- 25. Income Tax:** Income tax and other statutory deductions will be made from each bill submitted by the contractor as per the rate and rules applicable on the date of payment of the bills. Copy of the PAN and existing VAT copy may be produced. PAN number should be mentioned in each bill otherwise 20% will be deducted as per statutory requirement.

**Signature of the bidder**

- 26. Payment of Bills:** - Payment shall be released to the contractor on monthly basis on submission of bills along with following supporting documents relating to the immediately preceding month:-
- Proof of payment of wages to the security guards in the form of Salary Slip/ Receipt of payment of wages from each security guard.
  - Attendance Sheet of security guards engaged.
  - Proof of deposit of Provident Fund Contribution and ESI Contribution with appropriate authorities under the respective Acts.
- 27. Base Bid Price of the Contract:- Bids which are less than the total amount required for making bare minimum statutory payments towards Minimum Wages, Provident Fund, ESI and basic costs, shall be summarily rejected and disqualified. The wages for this contract works out as under:**

<b>Wages Break up in respect of Providing security services at NPTI/HLTC</b>			
<b>Sl. No</b>	<b>Description</b>	<b>Semi skilled Rate in ₹.</b>	<b>Unskilled Rate in ₹.</b>
	<b>Wages (Basic + DA as per central minimum wages w.e.f 01.04.2011 (NPTI/HLTC falls under B - area in wages notification)</b>	<b>240.00</b>	<b>212.00</b>
	<b>Provision for EPF @ 13.61 % (EPF -12%, EDLI-0.5 %, admin charges -1.11%), ESI - 4.75%, Bonus 8.33% Labour registration works 1% insurance 2% Total 29.69%</b>	<b>64.06</b>	<b>56.58</b>
	<b>Sub Total</b>	<b>304.06</b>	<b>268.58</b>

- 28. Recovery/ Deduction towards non-performance and loss caused to NPTI/HLTC by the Contractor:** - Recovery shall be made for non-performance or unsatisfactory performance of whole or any part of the contract. In case the contractor deploys less number of manpower than what is specified in the contract, recovery shall be made @ 1.5 times the prescribed minimum wages for such security guards.

If NPTI/HLTC sustains any loss due to any action incident caused by the contractor or their staff, the contractor shall wholly compensate NPTI/HLTC for the same. In case of any theft, breakage, pilferage of any fixture and/or fittings, furniture, equipment etc., the responsibility shall be of the security personnel and the security personnel shall report the same to the officers concerned immediately within 24 hours. If after a departmental enquiry, it is found that the loss has occurred due to the negligence of the security guard/guards on duty, the HLTC will have full power to recover the loss in full or adjust from the dues of the agency. NPTI/HLTC reserves right to recover such amounts either from the running bills or from the security deposit/performance guarantee or any other payment due to the contractor from NPTI/HLTC. The decision of NPTI/HLTC shall be final and binding in this regard.

- 29.** All the security guards engaged by the contractor are subjected to security check while entering and leaving the premises.

**Signature of the bidder**



- 30. Termination of Contract:** - If the work is found to be un-satisfactory during the contract period or if the contractor commits default in complying with any of the terms and conditions of the contract, NPTI/HLTC reserves the right to terminate the contract at any time with or without any notice to the Contractor and can get the work done by any other contractor at the risk and cost of the contractor.
- 31. Basis of Evaluation of Bids:-**The contract shall be awarded to the contractor with the lowest bid price, provided they fulfil all the other qualifying criteria laid down herein. In case two or more bidders have quoted identical bid price which is the lowest among all the bids received, NPTI/HLTC reserves the right to award the contract to anyone of these bidders, which in the opinion of NPTI/HLTC, possesses better credentials and experience in handling such work.
- 32. General Terms:-**
- i) If the contractor is required to do any job which is not specified in the SCHEDULE OF QUANTITIES or Scope of Work but necessary for performance of the contract, he shall undertake the same without any additional cost to NPTI/HLTC.
  - ii) The contractor shall maintain all the documents necessary such as Age, Sex, Educational qualifications and addresses of the security guards deployed by them in the premises including payment vouchers, attendance register, leave and weekly off particulars etc. to satisfy the provisions of various labour laws.
  - iii) The contractor shall ensure that none of its security guards smokes or consume alcohol or any other intoxicating drugs inside the premises.
  - iv) The contractor shall ensure that none of its security guards indulge in gambling within the premises and should not use the premises for any anti-social or unlawful activities.
  - v) The contractor shall ensure that all security guards engaged by them in the premises behave courteously with the employees, trainees of NPTI/HLTC and visitors to the premises.
- 33.** The contractor shall take over the subject work within one week from the date of award or from the date informed by the Officer-in-charge.
- 34. Settlement of Disputes / Arbitration:** - Any dispute or difference arising out of or in connection with the contract shall to the extent possible be settled amicably between the contractor & the authorized representative of *NPTI/HLTC*. In case of failure of above, the disputes/issue or differences shall be referred to the sole arbitration of an arbitrator appointed by Principal Director, NPTI /HLTC, who within a period of 30 days after being requested by either of the parties to do so shall give his decision in writing. The decision of the Arbitrator shall be final & binding on both the parties.
- This contract shall be governed by the Indian Laws, rules & regulations as applicable from time to time. In case of any litigation, the Courts of respective areas from where the LOIs have been placed shall have the jurisdiction.

**Signature and stamp of the Bidder**

Date:

## SECTION- V

### SCOPE OF WORK

1. The agency shall provide round the clock security services at HLTC complex, Somanahalli and at Peenya center, Bangalore with **11 security guards** at Institute Main Gate, Hostel, hanger area and residential staff quarters of HLTC complex, Somanahalli and at Peenya centre, on all days including Saturdays, Sundays and National holidays.
2. The Agency shall provide round the clock high standard security on a 24 x 7 basis on all the days to safeguard the premises and assets of NPTI/HLTC. The agency shall ensure full security to the NPTI/HLTC premises and its property from pilferages and maintain the standard security norms to protect the above premises from other insecurities.
3. The agency shall ensure proper locking of premises, common area etc.. In case of any theft, breakage, pilferage of any fixture and/or fittings, furniture, equipment etc., the responsibility shall be of the security personnel and the security personnel shall report the same to the office immediately within 24 hours. If after a departmental enquiry, it is found that the loss has occurred due to the negligence of the security guard/guards on duty, the HLTC will have full power to recover the loss in full or adjust from the dues of the agency. The decision of the Director/HLTC in this regard will be final and binding on the agency.
  4. The NPTI/HLTC may increase or decrease the requirement of the manpower and the Agency shall be bound to provide/adjust the personnel accordingly and should be construed as a part of Agency's performance.
  5. The Agency shall submit bio-data along with identity proof & address proof of each security guards duly verified, within 07 days of execution of contract agreement.
6. During surprise checks by any of the authorized officers of HLTC, if a particular guard is found negligent/sleeping/drunken on duty, the agency will have to withdraw the guard from the premises forthwith, failing which may even entail cancellation / termination of contract for the rest of the period.
7. The agency shall ensure immediate identification and proper handling of unclaimed material or goods lying in / nearby premises.
8. The agency shall ensure immediate communication to HLTC for any mis-happening.
9. The agency shall maintain proper register/log book of security personnel.
10. The Agency shall provide proper uniforms, identity cards, badges, whistle, lathi, emergency lamps / torch, umbrellas, rain coats etc. security guards manning the HLTC complex at Somanahalli & at Peenya unit.
11. All the security guards posted at HLTC shall be in sound health preferably less than 45 years of age and free from any contagious disease. They must be able to answer telephone calls and reply in courteous manner for the details sought including location of the institute for the outstation trainees.

**Signature of the bidder**

12. The rotation of duties shall be effected at various locations inside HLTC complex. They should note down the entry & movement of the vehicles, men & materials. They should collect the pass/delivery challan issued by the officer in charge for the outgoing and incoming materials/items.
13. The Security guards should maintain utmost vigil and shall be on rounds in the duty area allotted at frequent intervals of time. Any shortcomings in this issue will be dealt with seriously and action will be initiated which may include termination of contract. Any loss/ theft of the property/valuables/plant & machinery/plants and trees/ fruits & flowers, etc. of HLTC will be the sole responsibility of the security service Agency and proportionate rates will be deducted from the bills submitted for the month or payment due to the Agency will not be released.
14. The Security guards should not accept any Registered Post, Speed Post or any signed document from Courier agency on any working day or holidays.
15. The behavior of the deployed manpower by the Agency for the security duty so awarded shall be of decent nature and should cooperate with the officials, visiting guests, trainees and residents of HLTC complex. In case of report of any compliant on the issue or is found breaching this aspect, the said guard shall be instantly removed from HLTC duty by the Agency and the decision of the Director, HLTC will be final & binding on the Agency.
16. The work shall be executed as per the directions and to the satisfaction of the officer in charge.
17. The Agency shall have insurance coverage for their security guards and follow all safety measures during the work execution. Any liability occurring during work such as accident, injury, loss of life, damage to the property, the same shall be compensated and made good by the Agency only and this institute is not responsible in any manner.
18. During the contract period, the Agency shall make salary & other payments and provide other things in time without waiting for the bill payments passed and paid by HLTC.

**Read and accepted.**

**Signature of the bidder**

## **SECTION-VI TECHNICAL BID**

(On the letter head of the concern submitting the bid )

To

**The Director,  
National Power Training Institute/ Hot Line Training Centre,  
26<sup>th</sup> KM, Kanakapura Road, Somanahalli,  
Bangalore- 560082**

**Ref.: Open Tender No. 45/R&M/HLTC/2012/34      Dated: 04-04-2012**

**Sir,**

I/We hereby undertake to provide the Security Services at HLTC Complex at Somanahalli and Peenya, as specified in the Bid/tender document and agree to hold this offer open for a period of **90 days** from the date of opening of the tender. I/we shall be bound by a communication of acceptance issued by you.

- I/we have understood the Instructions to Bidders and Terms and Conditions of Contract as enclosed with the invitation to the tender and have thoroughly examined the specifications of services to be rendered and am/are fully aware of the nature of the services to be rendered and my/our offer is to supply the services strictly in accordance with the requirements.
- Certified that I/we have the experience of more than \_\_\_\_\_ years in providing security services and related works. Certified copies of the work-order pertaining to the prescribed experience are enclosed with this bid.
- A detailed profile of the organization as filled in as prescribed in the Annexure –1 of the bid document is enclosed with this bid. Other details required to be submitted with this bid as per the bid document are also enclosed as follows:
  - (a) Copy of valid Empanelment Certificate from Directorate General Resettlement, Ministry of Defence, Government of India for undertaking security services contract or full particulars of Govt. organizations, where the agency has carried out security services contract as prescribed in the **clause 1** above (Self-attested copies of the relevant work orders are to be enclosed).
  - (b) Copy of the audited balance sheet, Profit and Loss Account of the bidder for the previous two financial years **(2009-10 & 2010-11)** and Income tax return particulars for the previous two financial years **(2009-10 & 2010-11)**
  - (c) A copy of PAN card

**Signature of the bidder**

- (d) Copy of Registration certificate, If any with the Labour Commissioner having jurisdiction over the territory in which services are sought to be provided by the agency under this contract.
  - (e) Copy of Valid EPF registration particulars, Service Tax Registration Certificate if any.
  - (f) Information regarding any litigation, current or during the last five years in which the bidder was/is involved, the opposite party(s) and the disputed amount.
  - (g) Details regarding any work order that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with reasons for the same (copies of relevant documents to be enclosed).
  - (h) Earnest Money Deposit (EMD) of ₹. **25,500/-** by means of demand draft/Pay order/Banker's Cheque drawn in favour of '**Director, HLTC**' and payable at Bangalore
- We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding order between us.

Yours faithfully,

**Signature and stamp of the Bidder  
or Authorized signatory**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2012

Address \_\_\_\_\_

\_\_\_\_\_  
Company Seal

Telephone: \_\_\_\_\_

FAX \_\_\_\_\_

E-mail \_\_\_\_\_

**SECTION-VII**  
**PRICE BID**

Having examined the bidding documents and having submitted the technical bid for the same, we, the undersigned, hereby submit the Price Bid for providing the Security Services at HLTC Complex at Somanahalli and Peenya in conformity with the said bidding document at the prices and rates mentioned in the enclosed offer.

The Price quoted by us for the scope of work detailed in Section V of the bid document is as below:

Sl. No	Description of work	Qty	Rate per each person per day	Total Amount Per month.
1.	<p>Providing round the clock security services by the security guards at Institute Main Gate, Hostel block I &amp; II, hanger area of HLTC complex, Somanahalli and at Peenya centre, complete including on Saturdays, Sundays and National holidays as directed by the officer concerned of the institute. The rates shall include uniform allowance, night duty allowance &amp; compensatory allowance for holidays and National holidays. The rates shall be in conformity with the provisions contained in the minimum wages Act. <b>Rates are inclusive of Service Tax and other levies</b> and no extra payment on any account will be paid.</p> <p><b>a) Security Guards</b> :</p>	11 Nos.	₹..... (Rupees..... .....) .....	₹..... (Rupees..... .....) .....
<b>Grand Total</b>				₹.....

(Rupees ..... only)

**Signature of the bidder**

**Notes:**

- The Contractor shall deploy a total 11 security guards for the security services detailed in section V (Scope of Work).
- The Contractor shall pay the wages as declared by the Chief Labour commissioner (Central) , Govt. of India, Ministry of Labour, presently the wages as per the order dated Sept'11 are ₹.268.58 for security guard, where the given rate is inclusive of VDA , EPF (13.61%), ESI (4.75%) and Bonus (8.33%) which are to be paid by the contractor. Agency whose offer without complying the above is summarily rejected.
- The Contractor shall comply the acts / rules, such as minimum wages Act-1948, Provident Fund Rules & any other rule formed by the Govt. of India and he shall ensure to keep the periodical payments of PF ESI etc., in the names of each workers. The Contractor shall quote the prices considering the compliance of above rules and shall keep all the records /documents for verification by Engineer -in-charge.

**Undertaking by the contractor:**

- We do hereby undertake, that, in the event of acceptance of our bid, we will carry out the security services as stipulated in the tender document and that we shall perform all the incidental services.
- We agree to abide by our offer for a period of 90 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.
- We have carefully read and understood the terms and conditions of bid document and its implications. We do hereby undertake to supply all the specified items of service.
- We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding order between us.

Yours faithfully,

(Signature of authorized signatory)

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2012

Telephone:

FAX

Email

Company seal

**ANNEXURE -I****PROFILE OF ORGANIZATION**

SL NO	NAME OF THE WORK	Providing Security Services at HLTC Complex at Somanahalli and Peenya
1	Name of the Firm	
2	Registration No If any	
3	Address with Phone/Fax/Mobile Nos:	
4	Year of Establishment of the firm/ experience in the execution of security services contracts:	
5	PAN/TIN No: (enclose copies)	
6	Service Tax No: (if any)	
7	Details of works executed during the last 3 years ( add documentary proof of the same)	( 1 ) ( 2 ) (3 )
8	List of similar work undertaken/in hand at present	( 1 ) (2) (3)
9	Any other information in support of their past/present experience	

**Signature & Seal of bidder**