

INDIA TOURISM DEVELOPMENT CORPORATION LTD.

Notice inviting tender only from DGR sponsored Private Security Agencies and from State ESM Corporations for hiring Security Agency(s) for Security Services.

TENDER DOCUMENT

India Tourism Development Corporation Ltd (ITDC), a Government of India undertaking, invites **'limited e-Tender'** for hiring of Security services for all Delhi based units and offices of ITDC Ltd from only DGR sponsored Private Security Agencies and all State ESM Corporations. The bidders are to submit all the documents listed from 'a' to 'o' in the clause "Instructions to the bidders in following pages and also ensure that documents mentioned at check list are submitted. The scope of work and terms and conditions are given in following pages.

The e-bids are required to be submitted in two bid system in the prescribed format– **'Technical Bid'** submitting all the documents 'a' to 'o' listed under the sub head "Instructions to Bidders" and the **'Financial Bid'** in the prescribed proforma of DGR showing the details of current minimum wages payable and minimum service charges acceptable. Each page of the bid is to be digitally signed by the Security agency. NIT, Agreement and 'Pre Contract Integrity Pact' shall also be digitally signed and submitted by the bidders.

Tender Fee	Nil
Tender Value	Rs. 12 crores
Earnest Money Deposit	Nil
Date of Tender publication	22.03.2016
Pre Bid Meeting date and time	30.03.2016 at 3.00pm
Pre Bid Venue	Conference Hall, 6th Floor, Core 8, Scope Complex, 7-Lodi Road, New Delhi-110003
Last Date and Time of submission	07.04.2016 at 12.00 Noon
Mode of submission of Tender	On-Line
Date and Time of Opening of technical bid	07.04.2016 at 12.30 pm
Place of Opening of Tender	Electronically at 417, 4th Floor, Core 8, Scope Complex, 7-Lodi Road, New Delhi-110003
Contact Person	K Alam, AM (Admn) Jayant Budhiraja, DGM (Admn) # 515, 513 Core 8, Scope Complex 7, Lodhi Road, New Delhi PH: 011-24307515, 011-24307513

A. General

1. Any bid other than DGR sponsored private security agencies and State ESM Corporations will not be entertained. The Technical bids will be opened on the same date i.e. 07.04.2016 at 12.30 pm. Date of opening of e-financial bids of such security agencies which meet the prescribed technical criteria will be notified separately.
2. Bids must be unconditional. Conditional bids will be summarily rejected.
3. The selected Security Agency will provide non-judicial stamp paper(s) of Rs.100/-each for preparing separate agreements with units as per award of contract. Selected security agency(s) will raise the bill separately for each unit/division of the company as per award of contract.
4. The document named integrity pact must be filled (Seller Part Only), digitally signed and submitted with Technical bid documents.
5. The bid shall remain valid for a period of 120 days from the date of receipt of the bid.
6. Security Agencies submitting tender would be presumed to have considered and accepted all the terms and conditions. No enquiry verbal or written shall be entertained in respect of acceptance/rejection of tender.
7. The tenders shall be entertained from DGR sponsored private security agencies and ESM state corporations having all statutory registration with the appropriate authorities. Security Agencies shall at the time of submission of the tender declare whether they are sole proprietary concern or registered partnership Firm or Private Limited Company or a Public Limited Company incorporated in India or Hindu undivided firm. The composition of the partnership, name of Directors or companies and name of the karta of the Hindu Undivided Family shall be indicated. The Security Agency shall also nominate person in whose hands the active Management and control of the work relating to the contract during the tenure of the contract would lay. The person so nominated shall be deemed to have power of attorney from the Security Agency in respect of the contract and whose acts shall be binding on the Security Agency.
8. ITDC management reserves the right to accept or reject any one or all the tenders without assigning any reason thereof.
9. **RATES AND PRICES**
 - a) Security Agencies shall quote the rate of service charges as mentioned above. Incomplete bids will be summarily rejected.
 - b) All statutory duties and taxes, VAT, etc may be clearly specified. Service Charges quoted shall be firm.
10. **EVALUATION OF BIDS**
 - a) ITDC will determine the substantial responsiveness of each bid with reference to bid terms and conditions. For this purpose a substantially responsive bid is one, which conforms to all the terms and conditions of the bid documents without material deviations. Deviations from or objections or reservations to critical provisions in respect of following will be deemed to be material deviation.
 - b) Permits, licences and registrations with authorities (all statutory requirement)
 - i. Taxes & duties
 - ii. Payment terms
 - iii. Contract Performance Guarantee
 - iv. Penalty clauses
 - v. Validity of Bid
 - vi. Competitive service charges
 - vii. Any pre-condition by Security Agency.
11. All decisions by ITDC on the evaluation of bids will be final and binding on the Bidders.

12. **TERM:** While the contract will be awarded for a period of 2 years extendable by further term of one year subject to satisfactory performance (at the sole discretion of ITDC) on the same terms and conditions. Both the parties i.e. selected security agency(s) and ITDC would be free to terminate the contract after giving advance notice of 3 months in writing. Expiry of contract will be automatic unless written communication by ITDC to continue the services is duly served to the serving Security Agency(s). In the extension period, notice of only one Month in case of extension for one year and a notice of only one week in case of extension for a period of less than one year will be enough for termination of services on the part of ITDC; whereas the serving Security Agency(s) will be required to give three months notice.
13. **REJECTION OF BIDS:** Besides other terms and conditions highlighted in the tender document , bids may be rejected under following grounds :
- a) Technical bid containing financial bid details.
 - b) Bid that provides information that is found to be incorrect/ misleading at any stage/time during the tendering process and after.
 - c) Incomplete bid
 - d) Bids not submitted in two bid system- Technical Bid and Financial Bid separately.
 - e) Bids which do not conform to given ITDC formats as annexure given herein after.
 - f) Bids received without signing of Integrity pact(Seller Part only)
 - g) The ITDC Management reserves the right to accept or reject any one or all the Tenders without assigning any reason thereof.
14. **RECOCILIATION/ ARBITRATION**
- a) If any dispute(s) or difference(s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by functional director of ITDC.
 - b) In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by C&MD, ITDC.
 - c) Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Security Agency shall proceed with and continue without hindrance providing the services as per the contract with due diligence and expedition in a professional manner and the payment due to the Contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.
 - d) The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 (as amended from time to time) and Laws of India as amended or enacted from time to time.
 - e) The venue of the arbitration shall be New Delhi, India.
15. **FORCE MAJEURE**
- a) In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.
 - b) The term “Force Majeure” as employed herein shall mean acts of God, War, Civil Riots, Fire, flood etc directly affecting the performance of the Contract.
 - c) Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If the services are suspended by Force Majeure conditions lasting for more than 2 (two) months, ITDC shall have the option of cancelling this contract in

whole or part at its discretion without any liability at its part. In such condition ITDC will be free to make adhoc arrangement. If on a latter date it is found that Force Majeure was wrongly invoked by Security Agency, then any loss incurred by ITDC Ltd due to adhoc arrangement will be recovered from Security Agency.

- d) Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.
- e) Security Agency will not be entitled for any financial consideration for the period when services are not provided due to force majeure as defined above and due to any man made situation like strike, road blockage, political disturbances, or law and order situation.

16. APPLICABLE LAW AND JURISDICTION

All matters connected with this shall be governed by the Indian Laws both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.

No alternative offer shall be considered.

ITDC reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected Security Agencies or any obligation to inform the affected Security Agencies on the ground of ITDC's action.

ITDC reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without thereby incurring any liability.

17. ARMS LICENSE / PERMIT

If required in currency of agreement, M/s (Service Provider) shall deploy armed security guards as requisitioned and be responsible for complying with all the provisions of the Arms and other Acts and the rules framed there under for either carrying, displaying and / or use of the arms by the members of the security force in accordance with the provisions of the Act and the rules applicable from time to time. The Company/Unit will not in any way take any statutory liability for carrying or use or display of any fire arms by the security manpower of M/s (Service Provider) as it will be responsibility of M/s (Service Provider) to ensure proper compliance of all the statutory obligations of the Acts and the rules.

18. Any clarification on the documents may be obtained from:-

Shri Khatib Alam Asstt. Manager (Admn.) #515, India Tourism Development Corporation Ltd. Core-8, SCOPE Complex, <u>NEW DELHI – 110 003.</u> Telephone No: 24307515
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B. Instructions for submitting e-tenders

(Bidder should read and understand the following instructions before submitting the tender)

1. Tenderer has to register (if not registered for ITDC) with e-tendering Service provider M/s C1 India Pvt. Ltd. C104, Sector -2, Nodia-201301(ASP) by paying annual registration fee. The details of the registration fees are given on the web site <https://itdc.eproc.in>
2. Tender submission would be done through e-tendering through website (<https://itdc.eproc.in>)
3. The technical bids would be opened on the date and time prescribed. The financial bids of only the technically successful tenderers will be opened electronically
4. All the documents to be digitally signed.
5. The process as defined by the ASP (Application Service Provider) for e-tendering is to be followed (details would be provided to the registered tenderer by ASP at the time of registration)
6. Bidders are required to have Class 3 Digital Certificate (if they do not have) from authorized digital certificate issuance authority with signature and encrypted.
7. **Minimum requirement for e- tendering**
 - a) **Computer System Requirements:**
 - i. Minimum of 512 MB of RAM.
 - ii. Minimum 1 USB port
 - iii. Windows Operating System
 - iv. DSC Dongle driver should be installed before logging in
 - v. Reliable Internet Connectivity.
 - vi. Certificate with full chain.
 - vii. Certificate should not be expired it should be valid certificate
 - b) **Operating System**
 - i. Windows 8
 - ii. Windows 7
 - c) **Browser Version**
 - i. Internet Explorer Versions 8.0 or above/ Chrome/ Mozilla Firefox

C. Criteria of selection:

Two bids system shall be followed.

1. Technical bid:

- a) Registration Certificate of DGR with valid Registration number (In case of DGR sponsored agencies)
- b) Copies of Certificate of Incorporation, Memorandum and Article of Association (In case of State ESM Corporations)
- c) Copy of PAN number
- d) Copy of Provident Fund Account Number issued by the Competent Authority.
- e) Copy of ESI Registration No. issued by the Competent Authority
- f) Copy of Service Tax Registration Certificate.
- g) License under Sec. iv of Private Security Agencies (Regulations) Act, 2005/2009 is to be enclosed if applicable. If applicable but not available, it may be produced within 60 days of award of contract. If above act is not applicable, an affidavit in this regard that says that the security agency is not covered under the above act is to be provided.
- h) Copy of Contract license in respect of any other contract of similar nature issued by the Labour Commissioner under contract Labour (R&A Act 1970) as a proof of experience.
- i) Security agency to submit a certificate that all security guards proposed to be deployed being Ex-servicemen/Ex-policemen/Trained Civilian personnel having training in Security matters as per DGR Guidelines. (Please see the penalty clauses for not being able to provide prescribed % age of ex servicemen as per DGR guidelines.)
- j) "Security Agency should be operating from Commercial space and should have license deed duly notarized or registered. A copy of the deed to be enclosed. In case of owned space, copy of ownership documents to be enclosed.
- k) Undertaking on a Rs.10/- stamp paper - Annexure I.
- l) Bank mandate at Annexure-II, & Annexure-III
- m) Filled and digitally signed Pre-Contract Integrity Pact (only seller part)
- n) Relevant documents in confirmation of work experience
- o) All pages of NIT, Agreement and documents should be digitally signed.
Note: The Security Agencies not submitting all aforesaid documents shall become disqualified and their Financial Bids shall not be opened.

- 2. Financial bids:** Original Financial Bid is to be submitted in the prescribed Proforma of DGR showing the details of minimum wages payable and the service charges acceptable.

Procedure for award of work will be as under:

If only one security agency emerges as L-1, work of all units will be awarded. If two agencies emerge L-1, Senior will be given work at The Ashok and next will be given rest of the units. If three agencies emerge as L-1, Senior most will get The Ashok, Second in seniority will be given work at Samrat Hotel & Hotel Janpath and third will get rest of the units. If four agencies will emerge as L-1, Senior most will get work at The Ashok, next in seniority will get Samrat Hotel, third in seniority will get other units (Scope, AIHTM, Red Fort etc) and fourth in seniority will be given work at Janpath Hotel. If more than four agencies emerge as L1, only four will be awarded work as per seniority.

Determination of Seniority.

DGR sponsored private security agency: Date of registration with DGR

State ESM Corporation: Date of incorporation of the agency with state.

3. Amendment of tender documents:

Before the deadline for submission of bids, ITDC may modify the bidding documents by issuing addenda. Any addendum thus issued shall be part of the bidding documents and shall be hosted on the <https://itdc.eproc.in> or <http://www.theashokgroup.com>. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, ITDC shall extend, as necessary, the deadline for submission of Bids and the same will also be notified on the said websites.

D. Terms & Conditions

1. Approximate requirement of security personnel is (14 Security Supervisors & 236 Security Guards with relievers) to be deployed for the Delhi based units / establishments of ITDC.
2. The rates quoted by security agency should be inclusive in accordance with the provision of Minimum Wages Act. 1948/ Contract Labour Act (R&A) 1970 and other statutory provisions like Employees Provident Fund and Miscellaneous Provisions Act 1952, ESIC Act 1948, Bonus Act 1965 with later amendments, Death Gratuity, Uniform allowance etc.. Service Charges accepted should be written separately which will remain firm during the validity of contract. A break-up of the quoted rate should also be given in the financial quote which will change as per future notifications by DGR except service charges.
3. The ITDC/units will deduct TDS (Income Tax at source under Section 194-C of the Income Tax Act, 1961) from the security agency towards income tax on the income comprised there in or as revised by the Government from time to time.
4. The Corporation reserves the right to cancel / reject full or any part of the tender, which do not fulfil the condition stipulated in the matter.
5. Security Agencies submitting tender would be presumed to have considered and accepted all the terms and conditions. No inquiry verbal or written shall be entertained in respect of acceptance / rejection of the tender.
6. The total requirement of security personnel can be increased or decreased at any later stage depending upon the actual requirement with a due notice of one week.
7. The security agency must install and maintain bio metric attendance machines before commencement of the job contract at its own cost at each unit of work where more than 15 security manpower is deployed. The monthly salary bill reimbursement will be linked to bio metric attendance report duly verified by the concerned department.
8. PERFORMANCE EVALUATION:-
 - a) The quality assurance of the security services should be ensured and monitored regularly (Daily, Weekly, Fort nightly or Monthly depending upon the discretion of unit) on the basis of the periodical reports furnished by Security Agency.
 - b) The security agency will execute the work as assigned/defined by the concerned ITDC officials as per operational requirement of the company/unit
9. That the Security Agency shall provide any additional manpower for allocating any additional duty arising out of the circumstances as per requirement and as directed by the ITDC/unit on the same terms and conditions as per NIT and agreement.
10. The Security agency will ensure that 25% of the deployed security guards will be replaced by him on yearly basis, for further periods, after expiry of the stipulated period of one year.
11. Security manpower will be rotated as per requirement of ITDC/unit by the security agency.
12. The Security Agency shall deposit an amount **equivalent to 10% of one month's bill for the respective unit by way of demand draft or irrevocable Bank Guarantee of same amount** as interest free security deposit within 15 days of award of work order in the respective unit as per award of work. In the event of Security Agency committing any breach of the terms and conditions of the Agreement, the company/unit may without prejudice to the other rights and remedies be entitled to forfeit the security deposit in full or any part thereof. In such an event the Security Agency shall pay such additional amount or alternatively the same shall be adjusted from the bill so as to keep the amount of security deposit secure for all the times. On expiry or termination of the contract, ITDC/units shall return the security deposit or part thereof after adjusting its dues within three months of the submission of clearance certificate from the concerned department and necessary certificate/proof regarding deposit of PF, ESI, Service Tax and any other statutory obligation.

13. The security guards to be engaged by the security agency must be of sound health and their character and antecedents must be verified and approved by the appropriate authorities. If any of them is not found medically fit prior to or during the continuance of the contract then the Security Agency shall not employ or engage them and the ITDC shall have right to refuse admission to such employees of the Security Agency into ITDC premises.

14. DISCIPLINE

- a) Any Security Guard deployed by the Security Agency will not do such activity forbidden by law or Rules of the Corporation.
- b) Security Agency's security manpower will be available at all the time as per their duty roster and they shall not leave their place of duty without prior intimation.
- c) Security Agency shall be responsible to provide immediate replacement of any Security manpower, who is not available for duty and such other additional manpower as may be required for additional area for which prior information have been given. Absenteeism to the extent of disturbing security deployment will be viewed seriously. Security Agency will be required to address this issue seriously and control/remove such habitual absentees and provide replacement.
- d) ITDC shall have the right to ask for the removal of any person of the Security agency, who is not found to be competent and orderly in discharge of his duties.
- e) The Security Agency's manpower shall carry out such other duties in the event of fire or any other natural calamity or in terrorist related activities as directed by the ITDC officials.
- f) In case any security personnel found involved in any indiscipline act, he will be liable for disciplinary action by the security agency. Serious issues relating to indiscipline include "habitual absenteeism, involvement in union activities, dereliction of duty, any kind of misconduct and any activity that may result in loss to ITDC or loss to the reputation of ITDC.
- g) No guards / supervisors may involve themselves in any union activities. Any union participation by the security guards / supervisors will not be recognized by the Company/unit and the concerned guard / supervisor, if found to be involved in any union activity, will be liable for removal.

15. UNIFORM

- a) Every security manpower, so appointed by the Security Agency shall wear the prescribed uniform according to season i.e. summer uniform in summer and winter uniform in winter season and a badge bearing his name and designation while on duty.
- b) The security manpower will always maintain smart turnout while on duty. The poorly turnout security manpower will not be deployed for duty by the Security Agency. The said uniform and badge shall be provided and maintained by the security agency at his own cost. Uniform colour and pattern will be decided in consultation with GM (Security)-HQ/GM/CSO of the respective Unit.
- c) Two sets of complete Durban uniforms per annum and Ceremonial uniforms as per requirement will be provided by the security agency as specified by GM/CSO of respective unit at its own cost.

16. STATUTORY COMPLIANCES

- a) Security Agency shall comply with the legal requirements for obtaining license under Contract Labour (R&A) Act, 1970.

- b) The Security Agency shall abide by the provision of the Minimum Wages Act, 1948, the Contract Labour (R&A) Act, 1970; Labour Law & other Relevant Laws applicable in the case.
- c) Security Agency shall also be responsible to provide all the benefits viz P.F., ESI, Bonus, death gratuity, etc. to eligible security staff engaged.
- d) Appropriate records in reference to above shall be maintained by the Security Agency at its own costs and will be provided to ITDC as and when asked by company/unit

17. SECURITY GADGETS, AND OTHER ACCESSORIES

The security gadgets and other accessories like 'High quality' walkie-talkies sets, Hand-held metal detectors, Torch, lathi, traffic signal torch, umbrella, raincoat, Gumboot and Mobile phones for Supervisors shall be provided and maintained by the security agency as per company/unit requirement at its own cost. Security agency must ensure that the security gadgets and other accessories issued by the Security agency remain well maintained and fully functional at all the time with necessary backup stock. In case security agency fails to provide and maintain required number of mentioned security gadgets and other accessories, company/unit will recover the cost of such items as per prevalent market rates from the service charges of the security agency for the following month.

- 18. Security Agency shall deploy only such manpower in Security having such qualification, experience and training as stipulated below. The Company/Unit shall have right to satisfy itself as to whether the members of security manpower deployed possess such qualification, experience and training.

SUPERVISOR

Graduate, minimum 5'6", Age upto 55 years, Ex-serviceman in the rank of at least JCO or equivalent / ex-Policeman / Ex-Paramilitary personnel, with minimum one year experience at Supervisory level. Good command on both Hindi and English.

SECURITY GUARDS

Matriculate, Ex-Serviceman / ex-Policeman / ex-Paramilitary personnel / Trained Civilian (only in case of DGR sponsored Security Agency within the maximum assigned civilian quota), up to 55 years of age for 80% and remaining 20% may be upto 58years of age, minimum 5'6" height with training in Security matters as per PSARA 2005/2009 guidelines. A certificate regarding above training is to be furnished by security agency in respect of each civilian/ ex-servicemen security manpower. The Security Agency shall provide the required security guard as Ex-serviceman/Ex-Policeman personnel and trained civilians as per DGR prescribed guidelines.

All Security Guard/Supervisors deployed by the Security Agency should be medically fit having category SHAPE – ONE

Any security personnel deployed by security agency should be replaced on attaining the above prescribed age limit.

- 19. The security agency will provide training to its security manpower as per the provisions of PSARA 2005/2009 guidelines and also refresher training will be conducted by Security Agency quarterly from the commencement of date of agreement on the syllabus to be decided in consultation with DGM/GM/CSO of the unit and unit head of the respective unit failing which ITDC will be free to take any further necessary action, including levy of penalty, as deemed fit.

20. TERMINATION OF CONTRACT

- a) The Security Agency shall not engage any sub-contractor or transfer the contract to any other person/agency in any manner what so ever. This will lead to forfeiture of security deposit, cancellation of contract and damages claim as per decision of company/unit.
- b) In case the Security Agency commits any breach, violation or contravention of any of the terms and conditions of the Agreement, by his act or omission, the Company/unit shall have right to cancel or terminate the contract after giving one months notice. The decision of the HOD (Security) and/or his nominee shall be final and binding on the point whether or not any breach has been committed.
- c) The Security Agency shall not terminate the contract before the expiry of the period of contract except by giving three months advance notice in writing. In case the Security Agency terminates or abandons the contract prior to the above said period of notice, the Security Agency shall be liable to pay liquidated damages equivalent to the amount payable to the Company/unit for the unexpired notice period.
- d) The person signing the tender or any other document(s) forming part of the tender on behalf of any other person or a firm shall be deemed to warrant that he has authority to bind such other person or the firm, as the case may be in such matter pertaining to the contract. If on enquiry, it is found that the person concerned has no such authority, the ITDC management may without prejudice to other civil, criminal remedies; terminate the contract and hold the signatory and Security Agency liable for all cost and damages.
- e) The Security Agency shall not during the currency of the contract, make, without the prior approval of the ITDC any change in the constitution of the firm. The Security Agency shall notify, to the ITDC, the death / resignation of any of the partner(s) / director(s) immediately on the occurrence of such an event.
- f) The Security Agency shall not sublet, transfer or assign the contract or any part thereof without the prior written approval of the ITDC. In the event of the Security Agency contravening this condition, the ITDC will be entitled to terminate the contract. Security Agency shall be liable for any loss or damage which the ITDC may sustain in consequence or arising out of such replacement of the contract.

21. **Penalty Clauses & Liquidated Damages.** In case of any delay / deficiency / deviations from the agreement in providing services, ITDC reserves the right to recover from the security agency Liquidated Damages/penalty.

- a) In case of Security Agency not providing prescribed percentage of ex-servicemen/ ex-Policeman / ex-Paramilitary personnel / Trained Civilian (only in case of DGR sponsored Security Agency within the maximum assigned civilian quota), unit wise penalty as indicated in following table will be recovered from bill.

Sl. No	Service Deficiency	% penalty deduction from service charges from the bills/Security deposit
1	4 th to 6 th Months	10% of service charge for the month.
2	7 th to 9 th Months	15% of service charge for the month.
3	10 th to 12 th Months	20% of service charge for the month.
4	13 th to 15 th Months	25% of service charge for the month and may lead to cancellation of contract

Note: 1. Review of %age of ex-servicemen/ ex-Policeman / ex-Paramilitary personnel / Trained Civilian (only in case of DGR sponsored Security Agency within the maximum assigned civilian quota), will done in the first week of every quarter starting from 2nd quarter.

Note: 2. Manpower on roll on last day of month will be considered for determining ESM %age

Note 3: Above penalty clauses will be applicable after three months of commencement of service.

Note: 4: ESM % age will be considered separately each Unit (The Ashok, Samrat, Janpath & Others)

Note: 5: Whenever security agency is able to meet the prescribed ESM % age, agency should update the concerned unit and the deduction will accordingly will be stopped. Next evaluation will take place as per the schedule above.

If short fall of prescribed manpower due to leave/sickness/other misc purposes including absenteeism is found to be more than 10% on monthly basis, a penalty of Rs 100/-per head for the month on shortage will be levied and will be deducted from the bill.

22. Security persons will not be allowed to join their duties without police verification certificate. The character and antecedents of the manpower deployed by the security agency will be got verified by the security agency from the concerned police station at their own level & will be submitted to Company/unit.
23. In case of any negligence, connivance or direct / indirect involvement of any personnel deployed by Security Agency for security and safety of the property of the ITDC, or there being occurred any theft, pilferage, misappropriation, bungling of stocks / stores or any other loss to ITDC property for whatsoever reason the Security Agency will be responsible and liable to compensate the losses as evaluated by the authorized officer of the ITDC.

24. SECRECY

M/s (Service Provider) and its security manpower will maintain complete secrecy regarding the entire arrangements and will not divulge any secret obtained during the course of operation of this agreement. They shall be liable to surrender our records, documents drawings, maps information relating to the Company/Unit by each deployed security employee of M/s (Service Provider) may come across or acquire during the continuance of this agreement or otherwise. M/s (Service Provider) will also maintain full secrecy even after the termination of this agreement.

M/s (Service Provider) do hereby solemnly affirm the above terms and conditions of NIT being part of agreement in the event of award of contract to our agency.

Signature of authorised signatory
Seal of the agency

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the integrity pact) s made on day of the month of 2015, between, on one hand, the President of India acting through Shri DGM (Admn-HQ), India Tourism Development Corporation Ltd. (hereinafter called the ‘BUYER’”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s Represented by Shri Chief Executive Officer (hereinafter called the ‘BIDDER/Seller’” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER (ITDC) proposes to procure (Security Manpower and all related security services) and the BIDDER/SELLER (Security Agency) is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership, constituted in accordance with the relevant law in the matter and the BUYER is a PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER (ITDC) to obtain the desired said services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER (ITDC) will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto agree to enter into this integrity pact and agree as follows:

Commitments of the BUYER (ITDC)

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in the exchange for any advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as

deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while any enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or executing of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original security manpower and service provider and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of the services agreed upon for such payments.
 - 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - 3.8 The BIDDER will not accept any advantage in the exchange for any corrupt practice, unfair means and illegal activities.
 - 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
 - 3.10 The BIDDER commits to refrain from giving any complaint, directly or through

any other manner without supporting it will full and verifiable facts.

- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting of behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDERS firm, the same shall be disclosed by the BIDDER at the time of filling of tender.
The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. **Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector enterprise in India or any Government Department in India that could justify BIDDERS exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in RFP) as Earnest money/Security Deposit, with the BUYER through any of the following instruments:
- i) Bank Draft or a Pay order in favour of
 - ii) A confirmed Bank guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum of the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - iii) Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The Earnest Money/Security Deposit shall be valid up to a period of five years of the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to the Performance Bond in the Purchase Contract that the provisions of sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on earnest money/Security Deposit for the period of its currency.

6. **Sanctions for Violations**

- 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on this behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required.
- i) To immediately call off the pre contract negotiations without assigning

- any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii) and/or the Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing prime lending rate of State Bank of India, while in case of a BIDDER from a country other than Indian with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - viii) To recover all sum paid in violation of this Pact by BIDDER(S) to any middleman or agent or broker with a view to securing the contract.
 - ix) in cases where irrevocable letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. **Fall Clause**

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for

elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. **Independent Monitors**

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among with the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

e) **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible held for the purpose of such examinations.

10. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **Validity**

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both

the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to valid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to any agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at on

BUYER
Name of the Officer
Designation
Deptt./MINISTRY/PSU
Witness

BIDDER
Chief Executive Officer

Witness

1. -----
.....
2.
.....

1.

2.

ANNEXURE – 1

(Please submit the following undertaking on Rs. 10 Non-Judicial Stamp Paper)

BID COMPLIANCE STATEMENT

NAME OF WORK

Having examined the conditions specified in NIT, Agreement and 'Pre Contract Integrity Pact' we hereby confirm that our offer complies with the total technical requirements / terms and conditions of the documents and subsequent addendum / corrigendum (if any) without any deviation / exception / comments / assumptions.

We also confirm that the service charges quoted will remain firm and subject to applicable deductions.

SIGNATURE OF BIDDER: _____

(With name of authorized signatory & designation)

Name of the Organization : _____

Date : _____

COMPANY SEAL :

BANK MANDATE

BIDDERS NAME :

ADDRESS OF BIDDER :

PARTICULAR OF BANK ACCOUNT:

- a) NAME OF THE BANK :
- b) NAME OF THE BRANCH :
- c) ADDRESS OF THE BANK :
- d) 9 DIGIT CODE NUMBER OF THE BANK & BRANCH
(As appearing in micro Cheque issued by the Bank)
- e) TYPE OF ACCOUNT (SB. CURRENT, CASH, CREDIT)
- f) ACCOUNT NUMBER
- g) WHETHER BRANCH IS RTGS / INTERNET ENABLED
(If yes, then Bank's IFSC Code Number)

I hereby declare that the particulars given above are correct and complete and accord our consent for receiving payment through electronic mechanism.

Signature of the authorized signatory(ies) & Designation

Place:

Date:

Official seal of the company

BANK CERTIFICATION

Certified that the particulars furnished above are correct as per our record.

Bank's stamp

Signature of the authorized official of the bank

VARIOUS REGISTRATION NUMBERS

NAME OF THE SECURITY AGENCY (Whether Partnership, Proprietorship,
Hindu Joint Family or Limited Company) :

PF REGISTRATION NUMBER :

ESI REGISTRATION NUMBER :

PAN NUMBER :
(Issued by Income Tax authorities)

SERVICE TAX REGISTRATION NUMBER:

LABOUR LICENCE NO. :
(Issued by Labour Commissioner)

PROOF OF REGISTRATION WITH D.G.R.:
(If Applicable)

(Signature of Bidder)

Name:

Designation:

Date:

Seal of Organization:

NOTE:

Bidder to furnish copies of all relevant documents as mentioned above in support of their claim.

Check List

Please check whether the attested copies of the following documents have been attached or not.

SI NO	Document	Yes/No/Not applicable
1.	Empanelment Certificate of DGR with photograph and signature of Proprietor/Directors (in case of DGR sponsored agencies)	
2	Copies of Certificate of Incorporation, memorandum and Article of Association (In case of State ESM Corporations)	
3	Copy of PAN No.	
4.	Copy of PF Account No. issued by the Competent Authority	
5.	Copy of ESI Registration No. issued by the Competent Authority	
6	Copy of Service Tax Registration certificate	
7.	Copy of the License under Sec. iv of Private Security Agencies(Regulations) Act, 2005/2009 is to be enclosed by DGR sponsored agencies. If above act is not applicable, an affidavit in this regard that says that the security agency is not covered under the above act is to be enclosed.	
8.	Copy of Contract License issued by the Labour Commissioner under contract Labour Act 2005 for previous security contract	
9	Security Agency should be operating from Commercial space in the light of orders of Hon'ble Supreme Court and should have license deed duly registered. Relevant documents are to be enclosed. In case of owned space, copy of ownership documents to be enclosed.	
10	Filled and signed integrity pact (Only Seller Part)	
11	Bid Compliance Statement on a non judicial stamp paper of Rs 10/-at Annexure-I	
12	Annexure-II & Annexure-III	
13	Copy of sponsorship letter (For DGR sponsored private security agency)	
14	Relevant documents in confirmation of work experience	
15	Certificate to the effect of C 1 (I) of NIT	

Original Documents will be verified before signing of agreement.