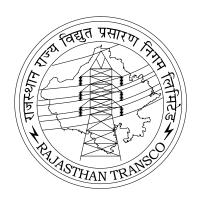
RAJASTAHAN RAJYA VIDYUT PRASARAN NIGAM LIMITED



NIB NO.: RVPN/SR.RO/RVN/NIB-03(2020-21)/UBN No.VPN2021SLOB01499

BIDDING DOCUMENTS

FOR

PROVIDING SERVICES OF SECURITY GUARDS AT "RAJASTHAN VIDYUT NIVAS", PLOT NO. 7-8, NEAR ARYA SAMAJ MANDIR, GREEN PARK, NEW DELHI - 110 016.

Date :	SR. RESIDENT OFFICER
	RAJASTHAN VIDYUT NIVAS,
	PLOT NO. 7-8, NEAR ARYA SAMAJ MANDIR,
	GREEN PARK NEW DELHI - 110 016

PROVIDING SERVICES OF SECURITY GUARDS AT "RAJASTHAN VIDYUT NIVAS", PLOT NO. 7-8, NEAR ARYA SAMAJ MANDIR, GREEN PARK, NEW DELHI - 110 016.

NIB NO.: RVPN/SR.RO/RVN/NIB-03(2020-21)/ UBN No.VPN2021SLOB01499				
Unique Bid No.: RVPN/SR.RO/RVN/NIB-03(2020	-21)/ UBN No.VPN2021SLOB01499			
-				
Mode of Bid Submission	Online through e-Procurement/ e-Biding system at http://eproc.rajasthan.gov.in			
Procuring Authority	SR. RESIDENT OFFICER,			
	RVPNL,			
	RAJASTHAN VIDYUT NIWAS,			
	PLOT NO. 7-8, NEAR ARYA SAMAJ MANDIR, GREEN PARK,			
	NEW DELHI - 110 016			
Last Date & Time of Submission of Bid	22.02.2021, 04:00 PM			
Date & Time of Opening of Technical Bid	22.02.2021, 05:00 PM			

Bidding Document Fees: Rs. 1000/- + GST i.e. Rs. 1,180/- (Rs. One

Thousand One Hundred Eighty Only) (Non-refundable)

Name of the Bidding Company/ Firm	
Contact Person (Authorized Bid Signatory)	
Correspondence Address:	
Mobile No:	
Telephone No:	
E-Mail Address:	
Website/ E-mail Address:	

RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LIMITED

(STATE TRANSMISSION UTILITY OF GOVT. OF RAJASTHAN)

[Corporate identity Number (CIN):L40109RJ2000SGC016485] OFFICE OF THE SR. RESIDENT OFFICER,

"RAJASTHAN VIDYUT NIVAS", PLOT .NO. 7-8, NEAR ARYA SAMAJ MANDIR, GREEN PARK, NEW DELHI - 110 016.

Tele: 011 - 2685-2273, TEL/FAX 011-41035364

Web: http://rajenergy.gov.in/rvpnl

Email: sr.resident.officer.@rvpn.co.in

Email:

NIB No. No. RVPN/SR.RO/RVN/NIB-03(2020-21)

2021SLOB01499

Unique Bid No. RVPN/SR.RO/RVN/NIB-03(2020-21)/ UBN No.

VPN2021SLOB01499

INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)

Name and Address of the Procuring Authority	Name: Rajasthan RajyaVidyutPrasaran Nigam Limited Address:OFFICE OF THE SR. RESIDENT OFFICER, "RAJASTHAN VIDYUT NIVAS", PLOT .NO. 7-8, NEAR ARYA SAMAJ MANDIR,GREEN PARK, NEW DELHI – 110 016. Tele: 011 – 2685-2273, TEL/FAX 011-41035364
Designation and Address of the Project Procurement Officer In- Charge	Designation: Sr. Resident Officer Address: OFFICE OF THE SR. RESIDENT OFFICER, "RAJASTHAN VIDYUT NIVAS", RVPN, PLOT .NO. 7-8, NEAR ARYA SAMAJ MANDIR, GREEN PARK, NEW DELHI - 110 016. Tele: 011 - 2685-2273, TEL/FAX 011-41035364
	Email:sr.resident.officer.@rvpn.co.in
Subject Matter of Procurement	PROVIDING SERVICES OF SECURITY GUARDS AT "RAJASTHAN VIDYUT NIVAS", RVPN, PLOT NO. 7-8, NEAR ARYA SAMAJ MANDIR, GREEN PARK, NEW DELHI – 110 016.
Bidding Procedure	Single Stage Two Part
Bid Evaluation Criteria (Selection	Lowest evaluated technically responsive bid as defined in
Method)	the bid document as per Clause 1.13.6 of ITB.
Website for Downloading Bidding	http://eproc.rajasthan.gov.in
Document, Addendum/	http://rajenergy.gov.in/rvpnl and
Corrigendum's	http://sppp.rajasthan.gov.in
	Bidding Document Fee (non-refundable including GST): Rs. 1,000/-+ GST i.e. Rs.1,180/- (Rs. One Thousand One Hundred Eighty Only) in form of DD/Banker Cheque in favour of "Sr. Accounts Officer (EA - Cash), RVPN, Jaipur".
	Bid/Tender Processing Fee (non-refundable): Rs. 1,000/-+ GST i.e. Rs. 1,180/- (Rs. One Thousand One Hundred Eighty Only) shall be deposited by DD/Banker's Cheque in favour of Managing Director, RISL, Jaipur".
Estimated Procurement Cost for Two Years	INR 14,00,000
Bid Security and Mode of Payment	Rs.14000/- (Rs. Fourteen Thousand Only) through DD/ Banker Cheque. DD/Banker Cheque shall be in favour of "Sr. Accounts Officer (EA - Cash), RVPN, Jaipur".
Manner, Start/End date for the submission of Bids	Manner: On-Line on e-procurement website- http://eproc.rajasthan.gov.in Start Date 28.01.2021 End Date 22.02.2021 (4.00 PM)
Submission of Banker's Cheque/	Up to 22.02.2021 at 03.00PM in the Office of the Sr.
Demand Draft/ Bank Guarantee	Resident Officer, RVPN, Rajasthan Vidyut Niwas, New
	1

for Bid Fee, Bid Security and RISL processing fees	Delhi (as mentioned above).		
Date/ Time/ Place of	Date: 22.02.2021		
Technical Bid Opening	Time: 05.00 PM		
	Place: OFFICE OF THE Dy. SECRETARY(GAD),		
	RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM,		
	ROOM NO. 014, GROUND FLOOR,		
	VIDYUT BHAWAN, JANPATH,		
	JYOTI NAGAR, JAIPUR – 302005.		
Date/Time/Place of Financial Bid	Will be intimated later to the Technically qualified		
Opening	bidders		
Bid Validity	90 days from the bid submission deadline.		

Note:

- 1) Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Bid Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Biding Authority as prescribed in NIB and scanned copy of same should also be uploaded in the BID SECURITY Envelope/ Cover.
- 2) In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Bid Fee, Bid Security, and RISL Processing Fee as per timelines mentioned in NIB, its Bid shall not be accepted.
- 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again).
- 4) RVPNL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 5) Bidders are also advised to refer "Bidders Manual Kit" available at e Procurement website for further details about the e-Biding process.
- 6) Training for the bidders on the usage of e-Biding System (e-Procurement) is also being arranged by DoIT&C on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.

Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in

Address: e-Procurement Cell, RISL, YojanaBhawan, TilakMarg, C-Scheme, Jaipur.

- 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 9) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

SR. RESIDENT OFFICER RVPN, RVN, NEW DELHI.

ISSUE	ea to IVI/S		
Bid c	ost deposited vide CR No	dated	
	Secretary (Admn), PN Ltd.	Resident Officer, RVPN, Delhi	
1	Sub: - Bid for the Vidyut Niv New Delhi	y No 03(2020-21) due on 22.02.2021	,
2	Address	E	
3	Telephone No Mobile No	:- Office residence	
5	PAN No	E	
6	GST No	:	
7	CST No	:	
8 9 10	Validity of Bid Technical information Rates	Days(not less than 90 days) Duly filled in annexure "B" duly filled in annexure "C"	
11	Reference of Bid Security	:- Draft NO date Name of bank	
12	Any other detail/experience(if any)	: -	
	•	<u>Declaration</u>	
issue		all the terms and conditions mentioned in the Bid fo n), RRVPN Ltd, Jaipur. All theBid paper(s) have been he firm.	rm
Name	e of authorized signatory	•	
	ature of authorized signat seal of the firm	ory	

RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LIMITED GENERAL TERMS AND CONDITION OF BID AND INSTRUCTION FOR FILLING OF BID

- Sealed Bids are invited from the eligible service provider/firm (as mentioned below) for executing the contract for providing security guard at Rajasthan Vidyut Niwas, Plot No 7-8 Near Arya Samaj Mandir, Green park, New Delhi. The estimated value of contract is Rs. 7.00 Lacs per annum, as the contract shall be made for two years, accordingly the value of contract is Rs. 14.00 Lacs.
 - (a) The bidder shall meet Minimum Net profit before tax of Rs. 10 Lacs for best three financial years out of last five financial years, necessary documentary evidence must be attached with the Bid.
 - (b) The firm shall be in the business of providing security guard for at least past three years continuously. The firm must have 2 running contract for providing such services of annual value not less than Rs 7.00 Lac. Out of 2 at least one contract should be preferably with Govt. Department/ PSU at Delhi. Documentary evidence in support should be provided. Preference shall be given to bidders already doing above mentioned jobs in Government Rest Houses of similar infrastructure.
 - (c) The firm should have own office at Delhi/Noida/Gurgaon/Ghaziabad.
 - (d) The firm must be registered under GST act, Provident Fund Act and ESI Act Copy of registration papers along with code No. attached to the firm should be provided.
 - (e) The firm must have valid GST and PAN number. The copy of same may be enclosed

2. The job description and it's conditions, is annexed as "A"

- **3.** The Bid may be submitted in the form attached herewith and all blank in the Bid shall be duly filled in. The rate should be mentioned in figure and words clearly.
- 4. The Bid shall be signed by a authorized signatory only. The name and authority of the signatory shall be stated clearly in Bid. The Bid should be filled only with ink or type either in Hindi or English otherwise it will be cancelled. All additions, alterations, cuttings and over writings in Bid must be clearly initialed by the authorized signatory of the Bid. The Bidder should sign the Bids on each page as a token of his acceptance of all the terms and conditions of the Bid.
- 5. The GST or any other tax if payable extra, the same should be mentioned clearly and the registration number should be mentioned in Bid& the bill otherwise no payment of tax will be made.
- 6. The Bid and proof of depositing BID SECURITY shall be placed in separate cover and then shall be placed in double sealed cover and clearly marked on the cover "Bid for Providing Security Guard at Rajasthan Vidyut Niwas due on 22.02.2019". Bid accompanied with all relevant documents should be addressed to the Secretary (Admn), RVPN Ltd, Vidyut Bhawan, Janpath, Jaipur.

7. Bids shall be received online on the Government of Rajasthan e-procurement portal (http://eproc.rajasthan.gov.in) in following three covers:

First Cover : Bid Security Documents, Bid Document Cost

And Bid Processing Fees.

Second Cover: Techno-Commercial Bid Documents

Third Cover : Financial / Price Bid Documents

The above documents shall be in the e-format (as per type i.e. pdf, xls etc. as specified) and required to be uploaded on and before the prescribed Bid submission date and time.

First Cover documents i.e. Bid Security Documents, Bid Document Cost and Bid Processing fees in original shall be sealed in separate envelope duly superscripted "BID SECURITY& FEES AGAINST NIT NO RVPN/SR.RO/RVN/NIB-03(2020-21)/UBN No.VPN2021SLOB01499 TO BE OPENED ON 22.02.2021". The same shall be submitted / delivered in the OFFICE OF THE SR. RESIDENT OFFICER, "RAJASTHAN VIDYUT NIWAS", PLOT .NO. 7-8, NEAR ARYA SAMAJ MANDIR, GREEN PARK, NEW DELHI – 110 016 on or before the prescribed date and time of submission of Bid.

- **8.** If the date fixed for receiving and opening of Bid is declared as public holiday(s), Bid shall be received and opened on the day on which office re-opens after such holiday(s) on the time as indicated above.
- 9. The Bid shall be valid for a minimum period of 90 days. Bid(s) mentioning shorter period than specified, is likely to be ignored.
- The Bidder shall deposit The Bid Security of Rs. 12000/-(Rs. Twelve Thousand only)in form of DD/Banker Cheque in favour of "Sr. Accounts Officer (EA - Cash), RVPN, Jaipur", Bidding Document Fee (non-refundable): Rs. 1,000/- + GST i.e. Rs. 1,180/- (Rs. One Thousand One Hundred Eighty Only) including 18%GST in the form of DD/Banker Cheque in favour of "Sr. Accounts Officer (EA - Cash), RVPN, Jaipur". Bid/Tender Processing Fee (non-refundable): Rs. 1,000/- + GST i.e. Rs. 1,180/- (Rs. One Thousand One Hundred Eighty Only) including 18%GST in the form of DD/Banker's Cheque in favour of Managing Director, RISL, Jaipur" in sealed cover, shall be delivered in the office of the Sr. Resident Officer, Rajasthan Vidyut Niwas, Plot No 7-8 Near Arya Samaj Mandir, Green park, New Delhi not later than 3.00 PM (Indian standard time) on dated 22.02.2021. Bid(s) shall not be accepted after the hour and date fixed for receipt of the three DD/Banker's Cheque and will be not opened. No other mode of deposit shall be accepted. The Bid will be opened by the Secretary (Admn), RVPN Ltd, Jaipur or the officers nominated by him at 5.00 pm of dated 22.02.2021 in presence of such Bidders or their representative who wish to be present at the time of opening of Bids on the place of opening of Bids. Bid not accompanied by demand draft of earnest money, Bidding Document Fee and Bid/Tender Processing Fee shall be rejected. No interest shall be payable on BID SECURITY deposit (s).
- **11.** Any request/proposal for adjustment of Bid Security, if any, already lying with the RVPN in connection with some other Bids/orders shall not be entertained.
- **12.** In case of unsuccessful Bidder(s) the earnest money will be refunded after finalization of Bid. In case of successful Bidder the earnest money will be adjusted against the security deposit and refunded as per rules.
- 13. The RVPN Ltd reserve the rights to forfeit the Bid Security or part there of in circumstances which according to him indicate that the Bidder is not interested in accepting /executing any order placed under the specification.
- 14. An amount equal to 2.5% of contract value, after adjusting the earnest money, will be deposited by the successful Bidder on a/c of security deposit within 7 days from the date of issue of confirm order by crossed bank draft/bankers cheque payable at Jaipur and drawn in favour of Sr. Accounts Officer (EA-CASH), RVPN, Jaipur.

- **15.** The successful Bidder have to execute an agreement on the non judicial stamp paper worth Rs 1000/- or as applicable at the time for agreement, at his own cost, for satisfactory implementation of order with in 7 days from the date of issue of order.
- **16.** The Secretary (Admn) RVPN Ltd Jaipur does not bound himself to accept the lowest or any Bid or any part of the Bid and shall not assign any reason(s) for the rejection of the Bid or part thereof.
- 17. The act of submission of Bid to the Secretary (Admn) shall be deemed to constitute an agreement between the Bidder and the Secretary (Admn) RRVPN, Jaipur where by such Bid shall remain open for acceptance by the Secretary and Bidder have no option to withdraw or impair or derogate his offer. If the Bidder be notified during the validity period of the Bid that his Bid is accepted by the Secretary (Admn), he shall be bound by the terms and agreement constituted by his Bid and such acceptance thereof by the Secretary (Admn), until formal contract of the same has been executed between him and the Secretary (Admn) in replacement of such agreement.
- **18.** All disputes whatsoever which may arise between the parties herein shall always be deemed to have arisen in Jaipur and no courts except the court situated at Jaipur (Rajasthan) shall have jurisdiction to entertain same
- **19**. In the event of any question, dispute/difference arising under agreement or in connection herewith (except as to matters the decision of which is specifically provided under this agreement) the same shall be resolved through mutual consent/arbitration.
- **20.** The contract can be repudiate at any time, if the work is not made to the satisfaction of the RVPN.
- **21.** The direct or indirect canvassing on the part of Bidder or their representative will disqualify their Bids.
- **22.** The contract or any substantial part there-of shall not be assigned or sublet to any other agency.
- 23. No other condition except those mentioned above will be entertained in the Bid.
- **24.** The RVPN Ltd will not be responsible to accept any cost in preparation or submission of Bid.
- 25. The contractor will properly verify the character antecedents of the person deployed by it and shall not engage any person having criminal record.
- **26.** Any clarification required may be sought from the Secretary (Admn), RVPN Ltd, Jaipur.

27. The other general conditions of the contract are as under:-

- 1. The agreement will be executed initially for Two years, which may be extended as per provisions of RTPP Act.& Rules.
- 2. The normal duty hours for the security person will be 8 hours. Since security services are required on 24x7 basis. Therefore, adequate number of workers on shift basis shall be deployed for security services on 24x7 basis.
- 3. The employees engaged by the firm will be in the employment of the Service provider only and not of the RRVPNL. The firm will be responsible for payment of wage as minimum wages as prescribed/revised from time to time and such other service benefits as prescribed under the various act/rules by the Central/ State/ NCR Government.

- 4. In case, the security guard is not provided, the payment will be deducted from the service provider's bill, equal to the double of the payment payable per day per person.
- 5. In case the firm fails to give satisfactory service and the work will have to be got done from any other Service provider even at the higher rates then the same amount would be deducted from the Service provider's bill.
- 6. The staff provided by the Service provider to the department are in case found to be indulging in any undesirable or unfair activities in the premises of the office, the Service provider will solely be responsible for all the consequences apart from the liberty of RRVPNL to lodge complaints before appropriate authorities.
- 7. No person below the age of 21 years and above the age of 45 years shall be employed on work by the Service provider.
- 8. The firm shall ensure that none of their employees will be a member of any of the employees union(s) of the central union of Government employees, or take any interest in their activities
- 9. The Agency/ Company shall strictly comply with the terms and conditions of agreement. In case of violation of any of the terms, the agreement shall be liable for cancellation immediately.
- 10. The service provider shall give an undertaking and/or affidavit on or before the 15th of the month that he has paid wages to all his employees besides that the contributions for ESI and EPF etc. are deposited and also he should enclose the photo copy of challans in token of proof. In case the service provider fails to furnish the records or give affidavit in the manner mention above the principal employer (RVPN) shall have the right to withhold the payment of pending bills of the service provider. Payments to the Service provider will be through Account Payee cheques/ RTGS only
- 11. In case of Service provider's failure to file any statutory return/forms/ statement or deposit any statutory dues/contribution in time, or payments to it's employees, Service provider will be solely responsible for all or any consequences of whatever nature whether civil or criminal; arising out of any such default made by it and shall keep the RRVPNL indemnified in this regard.
- 12. Service provider shall be solely responsible for payment of all claims/ damages/ compensation/ in case of accidents/ injuries/ death of any person deployed by it under the agreement.
- 13. In case, during currency of the contract, rate of minimum wages is increased by the Labour Department, difference of increased amount in minimum wages shall be payable by the procuring entity.
- 14. It will be mandatory for the service provider to make payment of wages to the engaged workers through their bank accounts only. The service provider will have to necessarily submit to the procuring entity, details of amount paid in the bank accounts of the workers, along with the next month's bill. The payment of next month's bill shall be released after satisfaction of the procuring entity about the details of amount paid in the bank accounts of the workers furnished by the Service provider.

- 15. The service provider will be responsible and will ensure payment to the engaged workers as per prescribed rate of minimum wages. In case the rates quoted by the firm for dedicated services are less than the minimum wages, the Bid offer of the firm shall be rejected.
- 16. The service provider shall be responsible to follow the labour laws / rules, regulations, directions & guidelines and changes made therein from time to time by the Govt. Of India / State. In case of non-compliance of the legal provisions of all such applicable laws, the service provider shall be responsible and bear the consequences.
- 17. The concerned competent authority of RVPN will be final authority for deciding disputes, if any, arising out of the contract between the Nigam and the Service provider.

Sr. Resident Officer Rajasthan Vidyut Niwas, RVPN Delhi

Signature of the Bidder

SPECIAL TERMS AND CONDITIONS FOR SECURITY SERVICES:

- 1. There shall be at least one security guard available round the clock. The normal duty hours for the security person will be 8 hours.
- 2. The firm shall provide proper uniform consisting of full pants, shirts, cap, lanyard with whistle, belt, shoes, badges, torch lights, etc to the security guard and shall ensure that their turnout is smart in all respect.
- 3. The firm will be responsible for the discipline of the Security Personnel employed by them as per Conduct Rules and Regulations.
- 4. The firm shall arrange subject to the provisions contained herein to safeguard the documents, appliances, fitting materials and property of the entire RVN Premises by posting its men in such manner and at such points as may be necessary. In addition to providing security to the property of RVN Premises, the services include patrolling of the required area at all times during day and night on 24 hours basis, giving instruction to park private vehicles at proper place, watching the movements of public/visitors and alert the concerned officer-in- charge in case of alarming situations.
- 5. Only able bodied, physically fit, well-trained disciplined and honest personnel shall be appointed for duty. Persons so deployed shall not be below 21 years and above 45 years. They shall perform their duties to the satisfaction of the office. A representative of the Security Service provider will report at least once in a week for coordination with the concerned officer-in-charge.
- 6. The security guard shall be vigilant so that no person shall carry away any articles belonging to the RVN Premises out of its building, and on finding such events, he shall immediately inform the concerned officer-in-charge and act in accordance with the instructions given by him/her from time to time.
- 7. Senior Officer of the Agency should visit and check the Security staff periodically in different shifts and monitor their performance.
- 8. The Service provider shall accept the responsibility for all acts or omission of its employees in relation to assets directly handed over and personally guarded by the security staff. In cases of any theft/pilferage of any property belonging to the RVN Premises, the concerned officer-in-charge will immediately register complaints with the police and inform the Security Service provider for immediate follow-up investigation. It will be the responsibility of the Security Service provider to pursue the matter with the police with the assistance of the concerned officers in the Department(s).
- 9. The security guards provided by the firm for the RVN premises are in case found to be indulging in any undesirable or unfair activities in the premises of the RVN, the agency will solely be responsible for all the consequences apart from the liberty of department to lodge complaints before appropriate authorities.

Sr. Resident Officer Rajasthan Vidyut Niwas, RVPN Delhi

TECHNICAL BID For providing Security Services

Service provider's turnover for last three years	
(Copies of I.T. returns, P&L A/c and balance sheet to be	enclosed)

Financial Year	Turnover (In Rs.)

2. Whether the Service provider is in the field of providing Security service for last 3 years? If yes, please give the names of clients (Please enclose proof), also please mention the details of running contracts separate table

Sr.No	Year	Name of the client with the		Contract Value
		address and contact number	provided	

- 3. Certificates of satisfactory completion of above mentioned work may be submitted. If it is noticed that the work carried out was not found satisfactory by any client, the Bids of such Bidders will be treated as invalid.
- 4. Details of infrastructure and training facilities (e.g. offices, No. of employees etc.)
- 5. Mention the registration number, of the Agency registered under Provident Fund Act, ESI Act and GST. Copy of registration papers along with code numbers attached to the Agency may be provided.
- 6. Please specify in detail the arrangements that will be made to provide efficient service. I certify that all the terms and conditions of the Bid documents are acceptable to us.

Signature of the authorized Person

NAME DESIGNATION COMPANY SEAL

Date:
Place:

FINANCIAL BID

For Security Services at Rajasthan Vidyut Niwas, New Delhi

3) Aı	mount quoted	or Securi	ty Services are	e as under :-				
S. No.	Type of Services	No. of Guards	Minimum wages prescribed by the Labour Deptt.	Rate quoted by the Bidder	EPF rate %	ESI rate %	Service Charges quoted by the Bidder	Total Amount (Rs.) (4 to 8)

(5)

(6)

(7)

(8)

(9)

- * The service charges including Administrative charges quoted by the bidder shall be on percentage basis and the per person charges shall be in compliance to Department of Labour, Govt. of Delhi, failing which the pre bid shall be rejected.
- * The amount quoted above shall be exclusive of all statuary taxes and duties which shall be paid by the RVPN.

I certify that I have gone through all the terms and conditions of the Bid document, which are acceptable to us.

Signature of the authorized Person

NAME DESIGNATION COMPANY SEAL

Date: Place:

(1)

1) Name and address:- ___

(2)

Guard at RVN, New Delhi

Providing

security

(3)

3

(4)

Rs. 596/-

Person

Per Day Per

2) Contact No. of the concern:-

AGREEMENT FOR PROVIDING SECURITY GUARD SERVICES AT "RAJASTHAN VIDYUT NIWAS" NEW DELHI

Vidyut Prasaran Nigam Limited, a Company registered under the Companies Act, 1956 and having its registered office at Vidyut Bhawan, Janpath, Jyoti Nagar, Jaipur (hereinafter referred to as RRVPNL) of the ONE PART
And
M/sNew Delhi – 110 (herein after referred to as Service provider) of the OTHER PART.
WHEREAS the RRVPNL is desirous of giving a job contract vide Order No dated for providing the Security Guard Services at RRVPNL's Rajasthan Vidyut Niwas, 7-8, Green Park, New Delhi-110016 and whereas the Service provider has offered to provide the said services on the terms and conditions hereinafter stated.
WHEREAS Service provider has represented that he is a registered Service provider under the provisions of Contract Labour (Regulation and Abolition Act), 1970 and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the Service provider at his own expenses, etc. and the Service provider shall report the compliance thereof to the RRVPNL. The Service provider shall be solely liable for any violation of the provisions of the said Act or any other Act.
WHEREAS RRVPNL has agreed to award job contract for providing Security Servicesas mentioned in Annexure A i.e. Job description of Security Guard Services.
AND WHEREAS the Service provider has agreed to furnish to the RRVPNL a Security Deposit of Rs/- (Rs
NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above,

the parties have agreed to as under:-

A. **GENREAL CONDITIONS**

- That it is expressly understood and agreed between the parties to this Agreement that 1. the persons employed by the Service provider for the services mentioned above shall be the employees of the Service provider for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Service provider and in no case, shall a relationship of employer and employee between the said persons and the RRVPNL accrue/arise implicitly or explicitly.
- That on taking over the responsibility of providing the Security Services at Rajasthan 2. Vidyut Niwas, the Service provider shall formulate the mechanism and duty assignment of personnel in consultation with Sr. Resident Officer, RRVPNL, Delhi. Subsequently, the Sr. Resident Officer shall review the arrangement from time to time and advise the Service provider for further streamlining their system. The Service provider shall further be bound by and carry out the directions/instructions given to him by the Sr. Resident Officer in this respect from time to time.

- 3. That the Sr. Resident Officer shall be at liberty to carry out surprise check on the persons so deployed by the Service provider in order to ensure that persons deployed by him are doing their duties.
- 4. That in case any of the persons so deployed by the Service provider do not come upto the mark or do not perform his duties properly or indulge in any unlawful riots or disorderly conduct, the Service provider shall immediately withdraw and take suitable action against such persons on the report of the Sr. Resident Officer in this respect. Further, the Service provider shall immediately replace the particular person so deployed on the demand of the Sr. Resident Officer in case of any of the aforesaid acts on the part of the said person.

B.SERVICE PROVIDER'S OBLIGATIONS

- 1. That the Service provider shall deploy sufficient manpower to carryout the services as mentioned in Annexure-A as deemed fit by him in consultation with the Sr. Resident Officer.
- 2. That for providingSecurity Guard Services at Rajasthan Vidyut Niwas, New Delhi the Service provider shall deploy persons round the clock in shifts. The Service provider shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. It is further agreed that the Service provider shall engage medically and physically fit persons. Persons so deployed shall not be below 21 years and above 45 years of age.
- 3. That the Service provider shall submit details like names, parentage, residential address, age, etc. of the persons deployed by him in the premises of the Rajasthan Vidyut Niwas and for the purpose of proper identification of the employees of the Service provider deployed at various points, he shall issue identity cards bearing their Photographs/Identification, etc. and such employees shall display their identity cards at the time of duty.
- That the Service provider shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to the RRVPNL and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; Employment of Children Act, 1938 and/ or any other Rules/regulations and/or statutes that may be applicable to them and shall further keep the RRVPNL indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Service provider's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, the RRVPNL shall be entitled to recover any of such losses or expenses which it may have to suffer or incur on account of such claim, demands, loss or injury from the Service provider's monthly payments.
- 5. That the Service provider shall submit the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at the Rajasthan Vidyut Niwas in their respective names before submitting the bill for the subsequent month. In case the Service provider fails to do so, the amount claimed towards ESI & EPF contribution will be withheld till submission of required documents.
- 6. That the Contactor shall particularly abide by the provisions of Minimum Wages Act, 1948 with Rules 1950 framed there-under, as amended from time to time on the rates, terms and conditions as approved by Labour Department, Govt. of NCT of Delhi.

- 7. That the Service provider shall make the payments of wages, etc. to the persons so deployed by him in the presence of representative of the RRVPNL by 7th of every month and the representative so depute by the principal employer (RVPNL) will sign on the payment register in token of having disbursement of the salary/ wages to the employees employed by the service provider in his presence. He shall on demand of principal employer (RVPNL) furnish copies of wages register/muster roll, etc. to the RRVPNL for having paid all the dues to the persons deployed by him for the work under the agreement. This obligation is imposed on the Service provider to ensure that he is fulfilling his commitments towards his employees so deployed under various Labour Laws, having regard to the duties of the RRVPNL in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Service provider shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wages book, wage slip, publications of scale of wages, and terms of employment, inspection and submission of periodical returns.
- 8. The Service provider shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of the RRVPNL.
- 9. The Service provider shall provide Proper uniform to the Security personnel. The Security personnel must maintain highest discipline in the office. The service provider shall provide Proper uniform consisting of full pants, shirts, cap, lanyard with whistle, belt, shoes, badges, torch lights, etc to the security guard and shall ensure that their turnout is smart in all respect.
- 10. The service provider shall ensure that none of their employees will be a member of any of the employees union(s) of the central union of Government employees, or take any interest in their activities.
- 11. The service provider shall not sub-let any part of the contract to any other person(s)/agency(s) in any manner directly or indirectly.

C. RRVPNL'S OBLIGATIONS

- 1. That in consideration of the services rendered by the Contractor as stated above, he shall be paid Rs. ______/- (Rupees ______ Only)on monthly basis. Such payment shall be made within 21 working days from the date of receipt of the bills raised by the Contractor and duly certified by the Officer designated by the RRVPNL in this regard.
- 2. Payment to the contractor shall be made on pro-rata basis of the requirement of no. of persons due to force majeure.
- 3. That the RRVPNL shall reimburse the amount of GST and claims towards statutory payments on production of documentary evidence of payment of said amount to the prescribed authorities.

D. <u>INDEMNIFICATION</u>

1. That the Service provider shall keep the RRVPNL indemnified against all claims whatsoever in respect of the employees deployed by the Service provider. In case any employee of the Service provider so deployed enters in dispute of any nature whatsoever, it will be the primary and sole responsibility of the Service provider to contest the same. In case the RRVPNL is made party and is supposed to contest the case, the RRVPNL will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses, which shall be paid in advance by the Service provider to the RRVPNL on demand. Further, the Service provider shall ensure that no financial or

any other liability comes on the RRVPNL in this respect of any nature whatsoever and shall keep the RRVPNL indemnified in this respect.

2. That the Service provider shall further keep the RRVPNL indemnified against any loss to the RRVPNL property and assets. The RRVPNL shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Service provider under this contract.

E. PENALTIES / LIABILITIES

- 1. That the Service provider shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited without any notice and further the work may be got done from another agency at the risk and cost of the service provider.
- 2. In case the Security Guard is not provided, the payment will be deducted from the service providers bill, equal the double of the payment payable per day per person.

F. COMMENCEMENT AND TERMINATION

- 1. That this agreement shall come into force w.e.f. _____ and shall remain in force for a period of Two years i.e. upto_____,Which may be extended for the period of one more year on mutual consent.
- 2. That this agreement may be terminated on any of the following contingencies:
 - a) On the expiry of the contract period as stated above.
 - b) By giving one month's notice by the RRVPNL on account of
 - i. Committing breach by the Service provider of any terms and conditions of this agreement.
 - ii. Assigning the contract or any part thereof to any sub-service provider by the Service provider without written permission of the RRVPNL
 - c) On Service provider being declared insolvent by competent Court of Law.
 - d) At any time, without notice, in the interest of the RRVPNL.

During the notice period for termination of the contract, in the situation contemplated above, the Service provider shall keep on discharging his duties as before till the expiry of notice period, in case the RRVPNL so desires.

3. On termination/expiry of the period of the contract, it shall be responsibility of the Service providerthat all the persons deployed will be removed and no person shall create any dispute/ problem in any way to the RRVPNL.

G ARBITRATION

- 1. In the event of any question, dispute/difference arising under this agreement or in connection herewith (except as to matters the decision of which is specifically provided under this agreement) the same shall be referred to the sole arbitration to the Secretary (Admn.), RRVPNL, Jaipur or his nominee. The Service provider has accepted the sole arbitration of Secretary (Admn.) knowing that the Secretary (Admn.) has interest in the affairs of RRVPNL as Secretary (Admn.).
- 2. The award of the Arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred to being transferred or vacating

his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Secretary (Admn.), RRVPNL, Jaipur shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

- 3. The expression Secretary (Admn.), RRVPNL, Jaipur shall mean and include an acting/officiating Secretary (Admn.).
- 4. The Arbitrator may give interim award(s) and/or directions, as may be deemed fit. The venue of the arbitration will be at Jaipur.
- 5. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under the clause.
- 6. The terms & condition supplied with Bid form will also be treated a part of agreement.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

For and on behalf of Rajasthan Rajya Vidyut Prasaran Nigam Limited, Vidyut Bhawan, Janpath, Jyoti Nagar, Jaipur-302005

	For and on behalf of
M/s.	New Delhi-110

WITNESS

1. 2.

JOB DESICRIPTION

- 1. There shall be at least one security guard available round the clock.
- 2. The firm shall provide proper uniform consisting of full pants, shirts, cap, lanyard with whistle, belt, shoes, badges, torch lights, etc to the security guard and shall ensure that their turnout is smart in all respect.
- 3. The firm will be responsible for the discipline of the Security Personnel employed by them as per Conduct Rules and Regulations.
- 4. The firm shall arrange subject to the provisions contained herein to safeguard the documents, appliances, fitting materials and property of the entire RVPN Premises by posting its men in such manner and at such points as may be necessary. In addition to providing security to the property of RVPN Premises, the services include patrolling of the required area at all times during day and night on 24 hours basis, giving instruction to park private vehicles at proper place, watching the movements of public/visitors and alert the concerned officer-in- charge in case of alarming situations.
- 5. Only able bodied, physically fit, well-trained disciplined and honest personnel shall be appointed for duty. Persons so deployed shall not be below 21 years and above 45 years. They shall perform their duties to the satisfaction of the office. A representative of the Security Service provider will report at least once in a week for coordination with the concerned officer-in-charge.
- 6. The security guard shall be vigilant so that no person shall carry away any articles belonging to the RVPN Premises out of its building, and on finding such events, he shall immediately inform the concerned officer-in-charge and act in accordance with the instructions given by him/her from time to time.
- 7. Senior Officer of the Agency should visit and check the Security staff periodically in different shifts and monitor their performance.
- 8. The Service provider shall accept the responsibility for all acts or omission of its employees in relation to assets directly handed over and personally guarded by the security staff. In cases of any theft/pilferage of any property belonging to the RVPN Premises, the concerned officer-in-charge will immediately register complaints with the police and inform the Security Service provider for immediate follow-up investigation. It will be the responsibility of the Security Service provider to pursue the matter with the police with the assistance of the concerned officers in the Department(s).
- 9. The security guards provided by the firm for the RVPN premises are in case found to be indulging in any undesirable or unfair activities in the premises of the RVPN, the agency will solely be responsible for all the consequences apart from the liberty of department to lodge complaints before appropriate authorities.