

RURAL ELETRIFICATION CORPORATION LIMITED
PROJECT OFFICE
'Rinadee' Upper Lachumiere, Near Loretto Convent,
Old Jowai Road, Shillong-793 001

Tender Document for Security Services

Last Date of Receipt of Tender:
23rd May 2011

Tender No. REC/POS/HR-345/Vol.-II/
Dt. 5th May,2011



रूरल इलेक्ट्रीफिकेशन कारपोरेशन लिमिटेड

RURAL ELECTRIFICATION CORPORATION LIMITED

(भारत सरकार का उद्यम)

(A Government of India Enterprise)

Project Office : SHILLONG

'RINADEE" Lachumiere

Tel: 0364-2210190 (D) Tele Fax: 0364-2225687

E-mail : poshillong@recl.nic.in

NOTICE INVITING TENDERS (NIT) FOR SECURITY SERVICES

NIT No. REC/POS/HR-345/Vol.-II/

Dated : 05.05.2011

1. Rural Electrification Corporation Limited (REC), a Government of India Enterprise, invites '**Sealed Bids**' for Security services from DGR empanelled agencies fulfilling the criteria laid down in Techno-commercial bid format at Annexure-2. The job specifications and scope of work are given in Annexure-1. The format for Financial Bid at Annexure- 3. The contract period will initially be for a period of two years extendable on satisfactory performance and mutual consent on same terms and conditions on yearly basis by another year.
2. The bids are to be sent in two parts – one sealed enveloped superscribed as **Techno-commercial Bid**' giving details in the format as per Annexure-2 and the second sealed envelope superscribed as '**Financial Bid**' in the format at Annexure-3. The two sealed envelopes as above will be placed in another sealed envelope superscribed as '**BID FOR SECURITY SERVICES**' AND '**NOT TO BE OPENED BEFORE 23rd May,2011**'. The bids shall be signed by a person duly authorized on behalf of the bidder firm and shall be sent to :-

The Chief Project Manager (I/C)
Rural Electrification Corporation Limited,
"Rinadee", Upper Lachumire, Near Loretto Convent
Old Jowai Road, Shillong-793 001.
3. The sealed bids will be received by REC up to **1.00 PM on 23rd May, 2011**. Any bid received after the prescribed deadline shall not be considered irrespective of rates. The Techno-Commercial bids will be opened first on the same date at 4.00 PM on 23rd May,2011 in the presence of the representatives of the bidders present. After opening of Techno-Commercial bids, Financial bids of such firms which meet the prescribed techno-commercial criteria will be opened on the same date.
4. Earnest Money (EMD) of Rs.5000 (Rupees Five thousand only) should accompany the **Techno-commercial bid document**. The EMD shall be paid in the form of Demand

Draft/Banker Cheque from a Nationalized bank/Scheduled commercial bank in favour of Rural Electrification Corporation Limited payable at Shillong. Such EMD shall not carry any interest. Any bid not accompanied by requisite EMD shall be deemed to be invalid and will be rejected by REC.

5. The EMD shall be forfeited:
 - a) If the bidder withdraws his bid during the period of bid validity.
 - b) In the case of successful bidder, if he fails to furnish the required Performance Guarantee within the specified time limit.
6. The EMD of successful bidder shall be retained towards making of the security for the performance of the contract and shall only be discharged after submission of the required Performance Guarantee.
7. The bid shall remain valid for a period of 4 months from the date of receipt of the bid.
8. RATES AND PRICES
 - a. Bidders should quote the rates in the format given at Annexure-3. Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers will be signed in full by the Bidder with date. No erasing or overwriting is permissible.
 - b. All statutory duties and taxes (including Service Tax, if applicable) other may be clearly specified. Price quoted shall be firm and any variation in rates, prices or terms during validity of the offer shall require forfeiture of the EMD.
9. TERMS OF PAYMENT
Payment will be released on monthly basis within a fortnight after receipt of bill along with wage sheet and supporting documents towards deposit of EPF/ESI etc. in respect of the personnel deployed for the services.
10. LIQUIDATED DAMAGES
REC reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by REC from Security Deposit or pending bill or by raising a separate claim.
11. PERFORMANCE GUARANTEE
 - 11.1 The successful bidder shall furnish a performance guarantee for an amount equal to ten (10) percent of the monthly awarded value, within 10 calendar days from the date of acceptance of the bid for due and proper fulfillment of contract for a period of two years.
 - 11.2 EMD of successful bidder shall be discharged after receipt and acceptance of the Performance Guarantee towards full Security Deposit in the valid format. EMD of unsuccessful bidders shall be discharged after award of work to the successful bidder

and signing of contract thereof.

- 11.3 The performance guarantee provided by the successful bidder may be in the form of a bank guarantee from a Nationalized Bank (as per format given in Annexure-4) which should be valid for the period of guarantee from the date of issue or Demand Draft in favour of Rural Electrification Corporation.

12 CONCILIATION/ ARBITRATION

- 12.1 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 CPM, REC, P.O. Shillong.
- 12.2 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 are detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by CMD, REC.
- 12.3 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of the work under 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.
- 12.4 The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.
- 12.5 The venue of the arbitration shall be New Delhi, India. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.
- 12.6 The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendente-lite interest during arbitration proceedings.

13 FORCE MAJEURE

- 13.1 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.
- 13.2 The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely REC and the Contractor.
- 13.3 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 deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, REC shall have the option of canceling this contract in whole or part at his discretion without any liability at his part.

13.4 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

14 APPLICABLE LAW AND JURISDICTION

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

15 No alternative offer shall be considered.

16 REC 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 bidder or any obligation to inform the affected bidder/s on the ground of REC's action.

17 REC 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.

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

Shri A.K. Goswami Chief Project Manager (I/C) REC Project Office, Shillong Telephone: 0364-2210190/2225687	Shri B.R. Boro Officer (HR/Admn.) REC Project Office, Shillong, Telephone: 0364-2210190/2225687
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19 After award of LOA, the Contractor is required to enter into a Contract with REC on the terms and conditions as detailed in the tender document.


(A.K. Goswami.)
Chief Project Manager

JOB SPECIFICATIONS, SCOPE OF WORK AND OTHER TERMS & CONDITIONS**A. AREA COVERAGE FOR SECURITY SERVICES**

- 1 REC Project Office premises at 'Rinadee", Upper Lachumiere, Near Loretto Convent, Old Jowai Road, Shillong-793 001.

B. BROAD DETAILS OF SCOPE OF WORK :

1. Security of the personnel, property and assets, both movable and immovable of the Company at the Project Office and the persons, property and assets of the company referred to above, by day and night.
2. Locking of all office rooms, switching off lights, fans, air conditioners, heaters, room Coolers, water taps etc.
3. Attending the telephone calls and conveying the important messages to the concerned company officials when office is closed.
4. Daily submission of every day events/observations and instances with the office.
5. Maintenance of gate(s)pass system in respect of incoming and out going visitors, goods, office property etc.
6. Screening of all incoming and outgoing goods and keeping their proper record.
7. To ensure that no person enters into the office premises and creates any nuisance or disturbance
8. To keep vigilance inside the office premises.
9. To introduce and implement anti theft measures and to check pilferage.
10. To establish cordial relations with local police authorities and register untoward occurrence, if any, in the premises with them and follow up the same.
11. To guard against mortgage and other disruptive activities against the Company.
12. To man the gate(s) as also to do patrolling during day & night.
13. To carry out any other task allotted by the Company in the interest of Security of the premises of the office and guest houses, if need be.
14. In addition to Security duty, according to the direction of the Company, Security Guard will also be responsible for physical checking of all the staff when they leave office premises and also to maintain incoming and outgoing material and visitor's register.
15. The Guard shall be able to use fire extinguishers etc in case of fire.

C. PROVIDING WORKFORCE;

The agency has to provide 3 (three) Security Guards (without arms) one in each shift.

1 st Shift	0600 Hrs to 1400 Hrs	-	One Security Guard
2 nd Shift	1400 Hrs to 2200 Hrs	-	One Security Guard
3 rd Shift	2200 Hrs to 0600 Hrs	-	One Security Guard



The above timings are subject to change/adjustment at the discretion of REC.

The number of personnel indicated above will be subject to such variation, changes or alterations as may be notified by REC from time to time.

D. OTHER TERMS & CONDITIONS

- a) The security guards to be deployed by the Agency shall be Ex-servicemen of the age group between 30-45 Yrs with sufficient experience and clean character. The agency shall check out the personnel deployed if any of them is considered unsuitable by REC. The decision of REC in this respect shall be final and binding to the agency without questioning.
- b) The reliever guard will attend duty during weekly offs of the other guards. The persons deployed by the Agency shall be changed at the discretion of REC as and when required by it. Continuous duty in consecutive two shifts by the guards shall not be allowed and the agency shall provide relief as and when guard (s) remains absent, goes on leave, or does not report for duty or for any other reasons.
- c) The bidder shall ensure that all the Security Guards deployed wear uniform while on duty. The uniform to the security guards shall be provided by the bidder.
- d) The agency shall on demand provide additional security guards as and when required on the same terms and conditions.
- e) The Supervisor, if required, should not be more than the age of 52 years with suitable qualification, sufficient experience and good personality.
- f) The agency shall be fully responsible for the verification/ reliability and soundness of each individual deployed by it for the REC premises. It will show the record of the staff when deployed or changed by the agency at the REC's request. The agency shall be responsible for the good conduct of the Security guards and for their act of carelessness and Negligence.
- g) The agency shall ensure to the satisfaction of REC that each guard posted on duty gets four weekly offs every month and other national holidays. On these days alternate guards will be posted so as to ensure regular and round the clock duty.
The agency shall ensure rotation of personnel posted on duty at a regular interval with prior intimation to REC and further the agency will not change all the guards at a time.
- h) The agency shall ensure payment of minimum wages and other facilities as specified by DGR from time to time to the personnel to be deployed for the services. The agency has to submit the wage sheet, documents towards deposit of EPF & ESI for claiming monthly payment.

SECURITY SERVICES – TECHNO-COMMERCIAL BID

1. THE FIRM

a) Name _____

b) Regd. Address _____

c) Address of Office at Shillong/Guwahati _____

d) Contact Person's

e) i) Name & Design. _____

ii) Address _____

iii) Tel No. Landline _____ Mobile _____

iv) Email ID _____

2. Type of Firm

: Private Ltd./Public Ltd./ Cooperative/ NGO/PSU
(Please tick and enclose copy of Memorandum/
Articles of Association/ Certificate of
Incorporation)

_____ enclosed.
(Pl. specify)

3. Whether DGR sponsored/
empanelled.

: Yes / No (please tick)
(If Yes, Please enclose photocopy of relevant certificate)

4. PAN/GIR No.
(Please enclose photocopy)

: _____

5. TIN No.
(Please enclose photocopy)

: _____

6. Service Tax Regn.No.
(Please enclose photocopy)

: _____

7. EPF Registration No.
(Please enclose photocopy)

: _____



8. ESI Registration No. : _____
(Please enclose photocopy)

9. Annual Turnover for the last 3 years :
(Should be more than Rs. 6.00 lakh)

2010-11 _____
2009-10 _____
2008-09 _____

(Please enclose copies of ITR/audited balance sheet and P&L A/c /etc.)

_____ enclosed (Pl. specify)

10. Earnest money details : DD No. _____ dated _____
Amount Rs.5000/-
Drawn On _____

Signatures of authorized signatory

Name _____

Designation _____

Seal:

SECURITY SERVICES – FINANCIAL BID

Sl. No	Details of Scope of Work	Amount/Rs. Per month (lump sum inclusive of all)
1	Providing Security Services by deploying appropriate security guards as per details in Annexure-1.	Rs. _____
2	Any other charges (if any) Please specify	
Total		Rs. _____
In word (Rupees _____ _____)		

Signatures of authorized person

Name _____

Designation _____

Seal



Proforma towards Performance Security

Ref. No. _____ Bank Guarantee No _____
Dated _____

To
Rural Electrification Corporation Limited

Dear Sirs,

1. In consideration of **Rural Electrification Corporation Limited, Project office, 'Rinadee', Upper Lachumiere, Near Loretto Convent, Old Jowai Road, Shillong-793 001** (hereinafter called the "Owner" which expression shall unless repugnant to the subject or context include its successors and assigns) having entered into a contract No. _____ dated _____ (hereinafter called 'the Contract' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'Contractor') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and REC having agreed that the Contractor shall furnish to REC a performance guarantee for Indian Rupees/US\$ for the faithful performance of the entire contract.
2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs. (in figures) _____ [Indian Rupees/- (in words) _____] **(equivalent to one month's charges quoted in Annex.3)** without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by REC on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal.

We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by REC in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that REC at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that REC may have in relation to the Contractor's liabilities.
4. The Bank further agrees that REC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in REC against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of REC or any indulgence by REC to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and all dues of REC under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till REC discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of REC or that of the Contractor.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase order has been placed.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./ (in figures) _____ [Indian Rupees/- (in words) _____] and our guarantee shall remain in force until _____, 2012 and at least 12 months after the date of issue of this Performance Security. In case of any extension of the contract, the Performance Guarantee will be suitably extended.



Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of REC under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of REC under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this day of 2011 at

WITNESS NO. 1

(Signature)
Full name and official
address (in legible letters)

(Signature)
Full name, designation and
address (in legible letters)
with Bank stamp

Attorney as per Power of
Attorney No.....
Dated

WITNESS NO. 2

(Signature)
Full name and official
address (in legible letters)