

File No.10/4/2016-NCLAT

Government of India
Ministry of Corporate Affairs
NATIONAL COMPANY LAW APPELLATE TRIBUNAL
3rd Floor, Pt. Deen Dayal Antyodaya Bhawan, Lodhi Road, CGO Complex, New Delhi-110003

Dated 18th July, 2017

NOTICE INVITING TENDER (NIT)

The National Company Law Appellate Tribunal (NCLAT) invites sealed tenders in two bid system from reputed and experienced firms/companies for “Providing unarmed security guards (ex-serviceman) at the official residence of the Hon’ble Chairman at Bungalow No.81, New Moti Bagh, New Delhi and at the National Company Law Appellate Tribunal, 3rd Floor, Pt. Deen Dayal Antyodaya Bhawan, Lodhi Road, CGO Complex, New Delhi-110003” by deploying personnel in shifts round the year as per following details:-

Sl. No.	Particulars	Duty Schedule
1.	03 Security Guards	Round the clock duty in 03 shifts All seven days in a week at the official residence of Hon’ble Chairman i.e. Bungalow No.81, New Moti Bagh, New Delhi-110021.
2.	03 Security Guards	Fixed duty (9:00 am to 6:00 pm) Six days in a week (Monday to Saturday) at the B-1, B-2 and B-3 Wing, NCLAT, 3 rd Floor, Pt. Deen Dayal Antyodaya Bhawan, Lodhi Road, CGO Complex, New Delhi-110003.

Last date & Time for Submission of bids: 16.08.2017 at 5.00 PM

Date/Time for opening of Technical Bids: 17.08.2017 at 03.00 PM

Date/Time for opening of Financial Bids: 22.08.2017 at 03.00 PM

At any time prior to the deadline for submission of bids, the Competent Authority may, for any reason(s), whether on its own initiative or in response to a clarification requested by a prospective bidder, modify the tender notice by amendment. Such amendments shall form an integral part of the tender notice and it shall amount to an amendment of the relevant clause of the tender notice.

The prospective bidders are required to keep a watch on the website of the National Company Law Appellate Tribunal (www.nclat.nic.in) for any amendment to the tender notice or to the clarification to the queries raised by the bidder(s).

The Competent Authority reserves the right to reject the bids if they are submitted without taking into account these amendments/clarifications.

In order to allow the prospective bidders reasonable time in which to take the amendment into account in preparing the bids, the Competent Authority may at its discretion, extend the deadline for the submission of the bids.

The bids shall be submitted along with a crossed Demand Draft of a value of Rs.25,000/- (Rupees Twenty five thousand only) towards the Earnest Money Deposit (EMD), drawn in favour of the "Pay & Accounts Officer, Ministry of Corporate Affairs, New Delhi". The bids received without EMD or bids incomplete in any manner would be summarily rejected.

The EMD of the unsuccessful bidders would be returned after the finalization of the tender process. However, in the case of the successful bidder, the EMD would be returned only after the bidder deposits necessary Performance Security with this Tribunal.

The successful bidder is required to deposit an amount equivalent to 10% of the contract value as Performance Security by way of FDR of any Nationalized Bank, drawn in favour of the "Pay & Accounts Officer, Ministry of Corporate Affairs, New Delhi", within three working days from the date of acceptance of the bid. The Performance Security shall have to be kept valid throughout the duration of the contract period and the extended period, whenever such extension is granted.

The successful bidder shall provide the necessary personnel within ten days from the date of award of the contract.

The personnel deployed by the successful bidder have to perform their duties under the overall supervision and guidance of the Competent Authority of this Tribunal or any other officer designated by the Competent Authority.

On acceptance of the bid, the name and the contact details of the accredited representative(s) of the contractor who would be responsible for taking instructions from NCLAT shall be communicated to the NCLAT.

All rates should be quoted in the proper form as mentioned in the (Notice Inviting Tender (NIT) and the terms and conditions annexed thereto.

The bids shall remain valid for acceptance for a period of three months from the date of opening of the bids.

It will be obligatory on the part of the bidder to sign the bid documents on each page.

Failure to provide security guard(s) as per the terms and conditions specified in the NIT, the Competent Authority shall, without prejudice to its other remedies under the Contract, deduct from the contract price, as penalty, a sum equivalent to 0.25% per day or part thereof, subject to a maximum of 10% of the contract value, until the personnel are provided to the satisfaction of the Competent Authority in the NCLAT. Once the maximum is reached, the Competent Authority may consider termination of the Contract pursuant to Clause 26 of the Terms and Conditions annexed to the tender notice.

The bids will be opened in the presence of the representatives of the bidders, if any. **Requests for postponement will not be entertained.** The Competent Authority reserves the right to accept / reject any or all bids either in part or in full without assigning any reasons thereof.

The bids shall be sent in two separate sealed covers super scribed as under:-

- (1) Technical Bid along with EMD for providing Security personnel.
- (2) Financial Bid for providing Security Guards.

The above two sealed covers shall be put in one sealed cover super scribed **“Bid for providing Security Guards in NCLAT”** and sent by post/speed post/registered post or submitted at the Reception Counter. The bids shall be addressed to the **“Registrar, National Company Law Appellate Tribunal, 3rd Floor, Pt. Deen Dayal Antyodaya Bhawan, Lodhi Road, CGO Complex, New Delhi-110003.”**

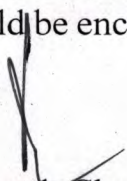
The detailed terms and conditions are enclosed herewith.



(Umesh Chandra)
Deputy Registrar

QUALIFICATIONS FOR TECHNICAL BID

- (1) Valid license for running of Security Service Agency and requisite registration certificate under various Statues like the Private Security Agencies (Regulation) Act, 2005 [PSARA], labour licence, Employees Provident Fund, ESIC and other miscellaneous provisions. Self-attested copies of registration shall be enclosed.
- (2) Minimum three years' experience in providing security services in the Central or the State Government Departments/Offices, PSUs and large Private Companies. Work Experience Certificate for the past three years giving the details of the Department, Office etc., including the number of Security personnel supplied to each unit and the value of contract along with documentary proof shall be provided.
- (3) The firm/company should be registered with relevant authorities (Registration with Service Tax, PAN No. etc.). Self-attested copy of registration to be enclosed.
- (4) Attested copies of Partnership deed/copy of Memorandum and Articles of Association, as the case may be.
- (5) Name and address of all the Partners/ Directors/ Proprietors as the case may be.
- (6) The annual turnover of the firm/company should not be less than one crore per annum. Documentary evidence including name of the bankers and copies of the IT Returns for the last three years are to be enclosed.
- (7) The bidders should sign and stamp each page of the bid document for acceptance of all the terms and conditions and the same should be enclosed along with the technical bid.


(Umesh Chandra)
Deputy Registrar

TERMS AND CONDITIONS

- (1) The parties to the contract are the successful bidder (hereinafter referred to as “the contractor”) and the National Company Law Appellate Tribunal (hereinafter referred to as “NCLAT”), represented by the Registrar (Competent Authority) or any other officer designated by the Registrar (Competent Authority).
- (2) The person signing the bid or any other document(s) forming part of the bid on behalf of a firm/company or proprietorship shall be deemed to have authority to sign and bind such firm/company or proprietorship, as the case may be, in matters pertaining to the contract. If on enquiry it is found that the person concerned has no such authority, the Competent Authority in the NCLAT may without prejudice to other remedies like civil, criminal etc., terminate the contract and hold the signatory liable for all the cost and damages incurred by the NCLAT.
- (3) The contractor(s) shall not delegate, transfer or assign the contract or any part thereof without the prior written approval of the NCLAT. In the event of the contractors contravening this condition, the NCLAT is entitled to terminate the contract and recover any loss or damage which the NCLAT may sustain in the event of NCLAT entering into a new contract.
- (4) Bids must be clearly written or typed. Any interpolation or over writing should be duly attested.
- (5) Wages payable : The minimum wages payable under semi-skilled category to the security guards would be as notified by the Govt. of NCT of Delhi from time to time.

Bids quoting rates in any manner other than the one mentioned hereinabove would summarily be rejected.

- (6) All persons employed by the contractor(s) shall be engaged by them/him as their/his own employees in all respects and the responsibilities/ obligations under the Contract Labour (Regulation & Abolition) Act, 1970; the Factories Act, 1948; the Workmen’s Compensation Act, 1923; the Employees’ Provident Fund and Miscellaneous Provisions Act, 1952; the Minimum Wages Act, 1948 and other applicable statutory enactments shall be that of the contractor. The contractor shall indemnify the NCLAT against all claims whatsoever in respect of the said personnel under the aforesaid Acts or any other statutory provisions or the like in respect of any

damage, penalty, compensation, interest, fines payable consequent to any accident or injury sustained by any worker of the Contractor during the period of the contract. The contractor shall co-ordinate with ESI authorities to get the family treatment card for its personnel.

- (7) The contractors during the period of the contract shall pay wages not less than the minimum wages prescribed by the Government from time to time to the personnel engaged by them. The contractor shall also satisfy the Competent Authority in the NCLAT about fulfilling all the necessary provisions like payment of EPF, ESIC, Service Tax and fulfilment of all other liabilities under the relevant statues, rules and regulations applicable during the period of the contract.
- (8) In case the minimum wages are hiked or increased by the Government during the period of the contract, the contractor would not be entitled for any revision of his service charges.
- (9) The relieving charges shall be payable to the Security Guard(s) who has to work beyond six days a week as compensation for performing extra duty.
- (10) The contract shall remain in force for all purpose for a period of one year extendable on mutual consent of both the parties for a further period of one or more year on the same terms & conditions or with such modifications as mutually agreed to. But the Competent Authority reserves the right to terminate the contract at any time during its currency without assigning any reason thereof by giving thirty days' notice in writing to the contractor(s) at their last known place of residence/ business and the contractors shall not be entitled to any compensation by reason of such termination. The action of the Competent Authority under this clause shall be final and binding on the contractors and shall not be called in question.
- (11) The contractor shall be responsible to supply adequate and sufficient security personnel under the contract in accordance with the instructions issued by the NCLAT. If the contractor fails to supply the requisite number of personnel, the NCLAT shall at its discretion, without terminating the contract be at liberty to engage other security personnel at the risk and cost of the contractor, who shall be liable to make good to the NCLAT all additional charges, expenses, losses that the NCLAT may incur or suffer thereby. The contractor shall not however, be entitled to claim any charges, resulting in the entrustment of the work to another party. The decision of the Competent Authority in the NCLAT shall be final and binding on the contractor.

- (12) In the event of termination of the contract for any damages/expenses suffered or incurred by the NCLAT due to the contractor's negligence and/or the personnel deployed by him or breach of any terms thereof or their failure to carry out the work as per the contract, the Competent Authority in the NCLAT shall have the right to forfeit the entire or part of the amount of performance security submitted by the contractor.
- (13) The decision of the Competent Authority, NCLAT in respect of such damages, losses, charges, costs, or expenses shall be final and binding on the contractor.
- (14) In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case may be, shall be deducted from any sum then due, or which any time thereafter becomes due to the contractor under this or any other contract with the NCLAT. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to the NCLAT on demand the remaining balance due.
- (15) Whenever the security deposit falls short of the specified amount the contractor shall make good the deficit so that the total amount of security deposit, shall not at any time be less than the specified amount.
- (16) No advance payment or part payments would be made. The payment for a particular month will be made in the following month after submission of the bills by the contractor. The details of the bank account including NEFT shall be provided for the purpose of processing the final bill.
- (17) The contract shall be governed by the laws in force in India, as amended from time to time.
- (18) The contractor shall carry out the terms of the contract and shall abide by all instructions issued to him/them from time to time by the Competent Authority. They shall render the services to the satisfaction of the Competent Authority in NCLAT, or any other officer entrusted with the task by the Competent Authority.
- (19) The contractor shall be responsible for the good conduct of their employees and the Competent Authority in the NCLAT shall have the right to ask the removal of any employee of the contractor from the premises of NCLAT, who in its opinion is not performing the duties satisfactorily or causing disruption in the smooth functioning of the office. In any such event, the contractor shall provide immediate replacement, without fail.

- (20) The contractor shall be responsible for providing and maintenance of uniform to the Security Guards and shall also ensure that they are worn by them while on duty in a clean and neat condition.
- (21) Only trained and experienced security personnel shall be deployed. The contractor shall also provide the nominal roll of the security personnel along with their photographs. The character/antecedent verification of the personnel from the police authorities concerned will be obtained by the contractor at its own cost and to the satisfaction of the NCLAT at the time of their deployment. Each personnel shall also be provided with an identity card by the contractor which shall be countersigned by the contractor. The identity card shall be displayed by the personnel while on duty.
- (22) The security personnel provided by the contractor shall have no lien or claim of any manner on NCLAT after their services are no longer required by the NCLAT or during their deployment. In case, the security personnel resort to litigation for any reason, the contractor would be solely responsible for the same. The contractor shall be liable for all expenses, losses and damages, if any, due to his employees, in respect of any claim or suit or any such proceedings against NCLAT and NCLAT is entitled to deduct the sum from the pending or future bills of the contractor.
- (23) The security personnel to be deployed by the contractor must be literate.
- (24) The security personnel to be engaged by the contractor must be of sound health. If any of them are found not medically fit or in an intoxicated state during duty hours, the contractor shall remove the personnel from their duty in the NCLAT with immediate effect. The Competent Authority in the NCLAT shall have the right to refuse admission to such employees of the contractor into the NCLAT premises.
- (25) In case any pilferage or theft or any untoward incident is noticed by the security personnel, the same shall be reported immediately to the Competent Authority in the NCLAT or any other officer authorized by the Competent Authority in this regard. If such a loss is due to negligence, absenteeism or dereliction of duty by the security personnel deployed by the contractor, the same shall be recovered by the NCLAT from the contractor.
- (26) **Termination for Default.** The Competent Authority may, without prejudice to any other remedy for breach of contract, by written notice, terminate the contract in whole or part in the following circumstances:

- (i) If the successful bidder fails to provide the necessary service under the contract to the satisfaction of the Competent Authority.
 - (ii) If the successful bidder fails to perform any other obligation(s) under the contract.
 - (iii) If the successful bidder, in the judgment of the Competent Authority, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- (27) **Corrupt and fraudulent practices:** The Bidders/contractors under this contract shall observe the highest standard of ethics during the execution of the contract. They shall not indulge in any 'Corrupt practice' of offering, giving, receiving or soliciting anything of value to influence the action of a public official in the execution of the contract. They shall not adopt any 'Fraudulent practice' like misrepresentation of any fact(s) in order to influence the tender process or the execution of the contract to the detriment of the Department, which includes any collusive practice among the Bidders (prior to or after bid submission) so as to deprive the Department of the benefits of free and open competition.
- (29) The Competent Authority would reject a proposal for award of work if it is found that the bidder recommended for award of the contract has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (30) Dispute(s), if any, would be subject to jurisdiction of NCT of Delhi.



(Umesh Chandra)
Deputy Registrar

PROFORMA FOR FINANCIAL BID

To

The Registrar,
National Company Law Appellate Tribunal,
3rd Floor, Pt. Deen Dayal Antyodaya Bhawan,
Lodhi Road, CGO Complex,
New Delhi-110003.

Madam,

I/We _____ (name of the contractor) am/are submitting the financial bid in a sealed cover for appointment as contractor at NCLAT for providing security personnel.

I/We have thoroughly examined and understood the instructions given in the Notice Inviting Tender, Terms and Conditions annexed thereto, Qualifications for Technical Bid and agree to abide by them.

I/We hereby offer to provide security at the following service charge for the entire period of the contract. I/We undertake that I/We am/are not entitled to claim any enhancement of rates on any account during the period of the contract except revision of minimum wages and revision in the amount of statutory liabilities like contribution towards EPF, ESIC etc. computed on the basis of such revised minimum wages.

Description	03 Security guards at the official residence of Hon'ble Chairman (Charges per month in Rs.)		03 Security guards in NCLAT office at CGO Complex (Charges per month in Rs.)	
	Per person	Total for 03 personnel	Per person	Total for 03 personnel
Minimum wages				
E.P.F.				
E.S.I.C.				
Bonus				
Any other charges, if any (to be detailed item-wise)				

Total				
Relieving Charges on total as above) (applicable in case of personnel deployed for seven days in a week)				
Service Charges				
Ser. Tax/GST				
Grand Total				
OTA rate per hour to be mentioned (OTA will be paid as per Rules)				

I/We undertake the responsibility of payment of all the statutory liabilities such as payment of minimum wages, EPF, ESI, Bonus, Service Tax, etc. and will charge as per actual contribution made to the concerned authorities against documentary proof and no service charges/Admn. Charges or overhead would be charged on these contributions.

I/we agree to keep the offer valid for acceptance up to a period of three months.

I/We do hereby declare that the entries made in the tender document, all other appendices/schedules attached with it, the Technical Bid and the Financial Bid are true to the best of my/our knowledge and belief and also that I/we shall be bound by the act of my/our duly constituted attorney, Shri _____ whose signature is appended hereto in the space as specified for the purpose and of any other person who in future may be appointed by me/us to carry on the business of the concern, whether any intimation of such charge has been given to the Competent Authority, NCLAT or not.

Yours faithfully,

(_____)
Signature of Tenderer