



RFP No. D-32019/1/2017-DCO(CG)

Request for proposal for outsourcing of Services of Security Guard, Peon and Cleaning staff (Safaikarmi)/Sweeper in the Directorate of Census Operations Chhattisgarh, Govind Sarang Parisar, 3<sup>rd</sup> Floor, New Rajendra Nagar, Raipur-492006, Chhattisgarh through e-Tendering Process



**Directorate of Census Operations Chhattisgarh**  
**Govind Sarang Parisar, 3<sup>rd</sup> Floor**  
**New Rajendra Nagar, Raipur-492006**  
**Chhattisgarh**

## NOTICE INVITING E-TENDER

Online sealed e-tenders are invited in two-bid systems (Technical and Financial Bid from reputed technically competent, quality conscious, experienced and financially sound Agencies / Contractors having experience of similar works and meeting qualifying parameters along with other details given below:

Tender Number	No.D-32019/1/2017-DCO(CG)/H-483,dated 14.07.2017
Name of Work	Outsourcing of Services of Security Guard, Peon and Cleaning staff (Safaikarmi)/Sweeper in the Directorate of Census Operations Chhattisgarh, Govind Sarang Parisar, 3 <sup>rd</sup> floor, New Rajendra Nagar, Raipur-422006, Chhattisgarh – calling e-tender.
Type of Tender	Electronic Bid under Two Bid System 1. Technical (Annexure-I) 2. Financial (Annexure-II)
Published Date	18.07.2017 (03.00PM)
Bid Document Download Start Date	18.07.2017(4.00 PM)
Pre-bid meeting date	19.07.2017 (03.00 PM)
Bid Submission Start Date	20.07.2017(10.00 AM)
Bid Submission end Date	08.08.2017 (03.00 PM)
Technical Bid opening date & Time of opening of Technical Bid	10.08.2017 (11.00 AM)
Earnest Money Deposit	Rs. 20,000/-
Minimum Qualifying Parameters	As mentioned in Terms & Conditions

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दूरभाष : 0771-2285352, 2285353 (फैक्स )  
E-mail : [dco-chh.rgi@censusindia.gov.in](mailto:dco-chh.rgi@censusindia.gov.in)

भारत सरकार  
GOVERNMENT OF INDIA

गृह मंत्रालय  
MINISTRY OF HOME AFFAIRS  
जनगणना कार्य निदेशालय

DIRECTORATE OF CENSUS OPERATIONS CHHATTISGARH  
गोविंद सारंग परिसर, तृतीय तल, न्यू राजेंद्र नगर, रायपुर-492006

GOVIND SARANG PARISAR, THIRD FLOOR, NEW RAJENDRA NAGAR, RAIPUR- 492006

No. D-32019/1/2017-DCO(CG)/H-483

Dated: 14/07/2017

**e-Tender Call Notice No. D-32019/1/2017-DCO(CG)**

Online Tenders are invited in two-bid system (Technical Bid & Financial Bid) from eligible agencies for providing Services of Security Guard, Peon and Cleaning staff (Safaikarmi)/Sweeper in the Directorate of Census Operations Chhattisgarh, Raipur. Intending firms should send their Technical & Financial Bids online in electronic format on website <http://www//eprocure.gov.in> latest by **03.00 pm of 08/08/2017**.

For detailed RFP document containing detailed Terms & Conditions eligibility criteria, important dates etc. and for participation in e-tender please visit Central Government Procurement Portal (CPPP) website <http://www//eprocure.gov.in> and ORGI's Web-site <http://www//censusindia.gov.in/tender>. No bid other than those submitted through E-portal mentioned above will be accepted. For any clarification you may contact Shri Hemant Kumar Singh, Head of the Office and Assistant Director, on any working day between 3.00 to 4.00PM

Assistant Director



दूरभाष : 0771-2285352, 2285353 (फैक्स )  
E-mail : [dco-chh.rgi@censusindia.gov.in](mailto:dco-chh.rgi@censusindia.gov.in)

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No. D-32019/1/2017-DCO(CG)/H-483

Dated: 14/07/2017

निविदा सूचना सं D-32019/1/2017-DCO(CG)

ऐसे प्रतिष्ठित एजेन्सीज /कान्ट्रेटरों से द्वि-बोली प्रणाली (तकनीकी निविदा और वित्तीय निविदा) के अन्तर्गत सुरक्षा गार्ड, भृत्य एवं सफाईकर्मी/स्वीपर हेतु निविदाएं आमंत्रित की जाती हैं। इच्छुक फर्म अपने तकनीकी तथा वित्तीय निविदायें इलेक्ट्रॉनिक प्रारूप ऑनलाइन माध्यम द्वारा वेबसाइट (<http://www.eprocure.gov.in>) पर दिनांक 08/08/2017 को अपराह्न 03.00 बजे तक जमा करा दें। विस्तृत नियमों एवं शर्तों, ग्राह्यता मानदंड, महत्वपूर्ण तिथियाँ इत्यादि अंतर्विष्ट आर0एफ0पी0 कागजात एवं ई-निविदा में भाग लेने के लिये वेबसाइट पर जाएं। उपर्युक्त पोर्टल के माध्यम के अतिरिक्त अन्य कोई निविदा स्वीकार नहीं की जाएगी। स्पष्टीकरण हेतु श्री हेमन्त कुमार सिंह, कार्यालय प्रमुख एवं सहायक निदेशक, जनगणना कार्य निदेशालय छत्तीसगढ़., गोविन्द सारंग परिसर, तृतीय तल, न्यू राजेन्द्रनगर, रायपुर, छत्तीसगढ़. से कार्यालयीन दिनों में अपराह्न 3.00-4.00 बजे तक संपर्क कर सकते हैं।

सहायक निदेशक

**1. INFORMATION TO AGENCIES:****1.1 Purpose/ Intent of RFP**

Directorate of Census Operations Chhattisgarh invites online sealed bids in two bid system (Technical & Financial) from the eligible agencies who agrees with the terms and conditions for Providing Services of Security Guard, Peon and Cleaning (Safaikarmi)/Sweeper at Directorate of Census Operations Chhattisgarh office up to **03.00PM on 08.08.2017. The scope of work includes providing round the clock security services with 3 (three) Security Guards for all the days of the month including Saturday, Sunday and National holidays, 3 (three) Peon for office work and 2 (two) Cleaning Staff (Safaikarmi)/Sweeper for sweeping and cleaning of office premises. Job specification and description of manpower are as under :**

Sl. No.	Name of Posts	No. of persons required	Qualifications	Preference
1	Security Guard (Unskilled)	3	5 <sup>th</sup> pass	One year working experience in a reputed firm/ Government Office
2.	Peon (Unskilled)	3	8 <sup>th</sup> from a recognized Board. Their work includes photocopying , set making and maintenance of records of sections/units. Distribution of files and other dak. Any other work of such nature assigned from time to time.	One year working experience in a reputed firm/ Government Office
3.	Cleaning Staff (Safaikarmi)/ Sweeper (Unskilled)	2	Their work includes Sweeping/ cleaning, moping, dusting, disinfecting of floors, walls and ceilings. Removal of waste papers and any other garbage from the entire area covered under DCO. The Cleaning Staff (Safaikarmi) are required to look after maintenance of general cleanliness of the office premises.	One year working experience in a reputed firm/ Government Office

**Note:**

- The DCO Chhattisgarh may at its sole discretion increase or decrease the number of required manpower resources at any point of time.
- DCO Chhattisgarh will have the sole discretion for seeking replacement of any of the hired manpower subject to their work performance of serving one week's notice.

**1.2 Key Events & Dates for e-Tender**

1.	Tender inviting Authority / Address	Directorate of Census Operations Chhattisgarh, Govind Sarang Parisar, 3rd Floor, New Rajendra Nagar, Raipur-492006 Chhattisgarh
2.	Mode of submission of tender	Electronic Tenders are to be submitted on e-Tendering portal <a href="http://www.eprocure.gov.in">http://www.eprocure.gov.in</a> which can also be accessed using URL <a href="http://www.censusindia.gov.in/tender">http://www.censusindia.gov.in/tender</a>
3.	Addressee and address at which documents are to be submitted in hard copy	Sh. Hemant Kumar Singh Head of the Office and Assistant Director Directorate of Census Operations Chhattisgarh, Govind Sarang Parisar, 3rd Floor, New Rajendra Nagar, Raipur-492006 Chhattisgarh.
4.	Job requirement	Outsourcing of Services of Security Guard, Peon and Cleaning Staff(Safaikarmi)/Sweeper
5.	Date of Issuance of Publishing of the RFP	RFP can be downloaded from <b>18.07.2017 (04.00PM)</b> e-Tendering portal <a href="http://www.eprocure.gov.in">http://www.eprocure.gov.in</a>
6.	Pre-bid meeting date	19.07.2017 ( 03.00 PM)
7.	Start date Bid submission	20.07.2017(10.00 AM)
8.	Details of the contacts for Queries/ Clarifications	Sh. Hemant Kumar Singh Head of the Office and Assistant Director Directorate of Census Operations Chhattisgarh, Govind Sarang Parisar, 3rd Floor, New Rajendra Nagar, Raipur-492006, Chhattisgarh
9.	Last date & Time for submission of Bids online	08.08.2017 (03.00 PM)
11.	Earnest Money Deposit amount payable	Rs. 20000/- (Rupees Twenty Thousand) only by means of Demand Draft/Banker Cheque drawn on any Nationalized Bank/ Scheduled Bank payable to the "Director, D.C.O. Chhattisgarh, Raipur" the same is to be submitted in a sealed envelope before the last date and time of submission of online bid & to be submitted to the Assistant Director (Admn), DCO Chhattisgarh physically.
12.	Date, time and place of Public Online Technical Opening Event	Online Public Opening of Technical Bid shall commence at 11.00 AM on 10.08.2017 through online portal in the presence of bidders. Interested representative of bidders not more than 1 per bidder may present themselves at Directorate of Census Operations Chhattisgarh, Govind Sarang Parisar, 3rd Floor, New Rajendra Nagar, Raipur-492006 Chhattisgarh or may

		participate from their respective offices. If the scheduled Tender Opening date becomes a holiday then the Tenders will be opened at the same time and venue on the next working day.
13.	Date for opening of Financial/ Commercial Bids	Financial Bid will be opened after the evaluation of Technical Bid and date will be communicated accordingly.

### 1.3 Submission of bids:

Interested parties/ bidders may view and download the e-tender document containing the detailed terms & conditions at free of cost from the website <http://www.eprocure.gov.in/eprocure/app>

## 2. SCOPE OF WORK

- a) The Agency shall provide round the clock high standard security on a 24 x 7 basis on all the days to safeguard the premises and assets of DCO. The agency shall ensure full security to the DCO premises and its property against theft, burglary, trespassing, pilferages and prevention of any untoward incidents in and around DCO premises. In case of any such event, the Agency should inform DCO Officials and nearest Police Station immediately. The agency should maintain the standard security norms to protect the above premises from other insecurities.
- b) The agency shall ensure proper locking of premises, common area etc. In case of any theft, breakage, damages, sabotage, pilferage of any fixture and/or fittings, furniture, equipment etc., the responsibility shall be of the security agency. The agency shall ensure immediate communication to concerned officer of DCO for any emergencies/ mishappenings. Call for police protection, fire agencies in case of serious incident will also include their duties.
- c) The agency shall keep watch of office vehicles and vehicles of staff in the parking space.
- d) The Agency shall submit Bio data along with identity proof & address proof of each Security Gaurd, Peon and Cleaning Staff(Safaikarmi)/Sweeper within 15 days of execution of contract agreement.
- e) During surprise checks by any of the authorized officers of DCO, if a particular guard is found negligent/ sleeping/ drunk/ indulged in any disgraceful activity, the agency will have to withdraw the guard from the premises forthwith, which may even entail cancellation and termination of contract for the rest of the period.



- f) The working hours of Security Guards will be on shift basis (Three shifts each of 8 hours duration) on all days throughout the year. The agency should not engage any security personnel continuously for more than 08 (eight) hours in a day and no overtime will be admissible in this regard.
- The working hours of Peon would normally be 8 ½ hours per day from 9.30AM to 6.00PM during working days including half an hour lunch break in between. However, in exigencies of work, they may be required to start late.
- g) The agency shall maintain proper records/register of those activities covered under the scope of the work and log book of security personnel.
- h) The Agency shall provide proper uniforms, identity cards, badges, whistle, lathi, emergency lamps/ torch, umbrellas, rain coats etc. to guards manning the DCO building/ premises.
- i) The Agency will ensure that the personnel deployed are physically and mentally fit and will keep in record a certificate of their medical fitness.
- j) No accommodation shall be provided to the security guards inside the office premises. The Agency may arrange suitable accommodation for their stay in the nearby area.
- k) No person below the age of 18 years & above 50 years shall be deployed and they shall not interfere with the duties of the employees of the DCO.
- l) Any liability occurring during work such as accident, injury, loss of life, damage to the property of the person on duty, the same shall be compensated and made good by the Agency only and DCO will not be responsible in any manner.
- m) The contract will be terminated by the competent Authority if the performance of the Agency is found un-satisfactory at any point of the time.
- n) The contract will be for a period of one year from the date of signing of Contract, **& rate will be fixed during the Contract period.**
- o) All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for the category. The service provider will ensure that the persons deployed fulfill the eligibility criteria and in support of this will furnish the copies of documents.
- p) The persons supplied by the Agency should not have any adverse Police records/ criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of each personnel whom they are recommending.

- q) The Agency shall withdraw such employees who are not found suitable by the DCO for any reasons immediately on receipt of such a request from the DCO immediate replacement will have to be provided.
- r) The Agency's personnel shall not claim any benefit/ compensation/ allowance/ absorption/ regularization of service from/in this DCO under any circumstances. Undertaking from persons to this effect shall be submitted by the service provider to the DCO.
- s) The Agency shall ensure that personnel deployed at DCO shall not divulge or disclose any official information/ record/ file of the DCO, details of office, operational process, technical know-how, security arrangements, administrative/organizational matters and all those etc. to anybody.
- t) The service provider shall ensure proper conduct of their persons in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, Gutka, smoking, loitering without work etc.
- u) The transportation, food, medical and other statutory requirements in respect of each personnel shall be the responsibility of the service provider.
- v) Payments to the service provider would be strictly on certification by the officer with whom the person deployed is attached that his services were satisfactory and his attendance certified as per the bill preferred by the service provider.
- w) The DCO will maintain an attendance register in respect of the staff deployed by the agency. No wages/ remuneration will be paid to any person for the days of absence from duty.

#### **2.1 Time period for requirement from the Agency:**

The Agency will enter into an agreement with this DCO for supply of suitable and qualified manpower as per the requirement of this DCO on these terms and conditions. The agreement will be valid for a period of twelve months from the date of contract and shall continue to be in force in the same manner. **The agency is expected to provide the same services on the same terms and conditions at our owned office premises (at present under construction) where this DCO is likely to be shifted in the near future to be located at Village-Jhanjh, Tahsil- Arang, Sector-24, Naya Raipur, Chhattisgarh.**

### **3. GUIDELINES FOR SUBMITTING PROPOSAL**

### 3.1 Technical Proposal

- i. In preparing the Technical Proposal, Agencies are expected to examine the documents comprising this RFP in detail. The Technical Proposal shall include the following information: **Letter of Transmittal (Format -A)**, duly signed by authorized signatory. In the event of unavailability of the Authorized Signatory, Power of Attorney for the authorized signatory in this connection must be submitted along with the letter of transmittal.
- ii. Outline of relevant experience of the Agency on works of similar nature with details of past experience and current work in hand in the Format marked as **Annexure-I**. (To facilitate technical evaluation, relevant experience must be provided separately. Copy of Work Order/ Completion Certificate shall be attached for each of the assignments.)

### 3.2 Financial Proposal

The financial quotes should be provided as per the format provided in **Annexure- II**.

## 4. EVALUATION OF THE PROPOSAL

An Evaluation Committee formed by DCO would examine both the Technical and Financial bids based on the details provided by the applicant Agencies on the specified date and time fixed by the DCO. The Evaluation Committee will determine whether the proposal is complete in all respects and the decision of the Evaluation Committee shall be final in this regard.

### 4.1 Technical Evaluation

(a) Technical Evaluation shall be carried out based on the following:

- i. The Evaluation Committee will first evaluate the Technical Bid submitted by the applicant agencies. The experience, credibility, quality and competence of the agency would constitute the core parameter for technical evaluation.
- ii. Financial bid of only those agencies which are found to be technically qualified will be opened on the specified date and time.
- iii. The representative of the Tenderer who wishes to attend the e-tender opening is allowed to do so, subject to presentation of authorization letter from the tenderer.
- iv. The DCO shall evaluate the Technical Bid based on the documents submitted as per Bid Document.

- v. DCO reserves the right to reject the bid under any of the following circumstances:
  - a. Bid is incomplete and/ or not accompanied with all required documents as per Bid Document.
  - b. Bid is without EMD.
  - c. Bid is not in conformity with the terms and conditions stipulated in this Bid Document.
  - d. Bid is conditional.
  - e. Bid having conflict of Interest.

(b) Preliminary Examination of Technical Bid

- i. The DCO will examine the bids to determine their completeness in all respect as per the requirements of this Bid Document.
- ii. The DCO may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.

#### 4.2 Financial Evaluation

- a) The Price Bid format is provided as BOQ.xls along with this tender document at <http://eprocure.gov.in/procure/app> . Bidders are advised to download this **BOQ.xls** as it is and quote their offer/rates in the permitted column and upload the same in the Price Bid. Bidder shall not tamper/ modify downloaded price bid template in any manner. In case if the same is found to be tempered/ modified in any manner, Bid will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with this DCO.
- b) The Price Bid shall be complete in all respect and contain all information asked for in this document.
- c) The prices quoted shall be only in Indian Rupees.
- d) All rates shall be quoted on monthly Basis
- f) The bidder shall quote the monthly rates for categories of worker.
- g) Quoted rates shall ensure compliance of Statutory obligations under the: Contract Labour (Regulation & Abolition) Act, 1970, Employees State Insurance Act and rules made there under, 'Minimum Wages Act, 1948 and EPF (Misc. Provision) Act,

1952 and rules made there under'. Any other Labour Legislation that may be applicable or may become applicable.

- h) The bids should comply with the provisions of Minimum Wages Act, ESI/PF Acts and other such applicable statutory provisions. The bidder should submit certificate regarding statutory payments like the EPF, ESI etc. on a monthly basis and the same would be reimbursed to the firm on production of challan towards the remittance as proof of deposit in individual EPF account of the staff.
- i) The Commercial/Price Bid (BOQ) shall comprise the price component for all the mandatory services indicated in the Price Bid(BOQ) of the bid document. All columns are required to be filled in by the bidder, failing which the bid shall not be considered.
- j) In case of rates found to be similar in the tender, the performance and turnover would be the criteria for selection of firm.
- k) The service provider should be registered with the Government Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation, IT Department etc., and a copy of the registration should be submitted. The agency shall comply with all the legal requirements for obtaining License under Contract Labour (Regulation and Abolition) Act, 1970, if any, at his own part and cost.
- l) The rate shall be inclusive of all Taxes and Cess as applicable under the Indian Law like Income Tax, Education Cess, GST, etc.
- m) The bids of firm quoting impracticably low or nil service charge are liable to be rejected on technical ground.
- n) In case other statutory obligations like EPF, ESI, Minimum Wages are increased by the respective laws during the contract period, the additional cost would have to be borne by the service provider. Therefore, the service provider should quote rate accordingly. Only the changes in the service tax/GST, if any, would be borne by DCO, Chhattisgarh.
- o) The contract will be in for a period of one year from the date of placement of work order. Should there be a requirement for extension of service of manpower; payments shall be made as per the terms and condition of the initial contract.
- p) **Tender quoted price below the minimum wages as declared by the O/o The Collector, Raipur, Chhattisgarh will be summarily rejected.**

### 4.3 AMENDMENT OF BIDDING DOCUMENTS BY DCO

At any time prior to the deadline of submission of the bids, the DCO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding documents by way of Amendments/ Addendum/ Corrigendum, if any, shall be notified through CPP Portal.

Prospective Bidders are advised to visit ORGI website <http://www.orgi.nic.in> and CPP Portal <http://eprocure.gov.in/eprocure/app> for any corrigendum/ addendum/ amendment.

In order to provide prospective Bidders reasonable time to take the amendment into account for preparing their bid, the DCO may, at its discretion, extend the date & time of the submission of bids.

#### a. MODIFICATION OF BIDS BY BIDDER

- A Bidder may modify its bid on the e-procurement portal (<http://eprocure.gov.in/eprocure/app>) till the last date & time of the submission of Bid.
- Modification of the Bid sent through any other means shall not be considered by the DCO.

#### b. Late BIDS

The e-Procurement system will not allow any late submission of bids after due date and time as per server system.

### 4.4 AWARD OF CONTRACT

#### L-1 BIDDER

On completion of evaluation process of Price bids, the Bidder whose Evaluated Total Price is found to be the lowest would be the L-1 Bidder.

#### LETTER OF AWARD (LoA)

The L-1 bidder will be considered for issuing Letter of Award (LoA).

The acceptance of the LoA shall be submitted within 7 (Seven) working days from issue of LoA, failing which the DCO reserves the right to cancel the LoA.

**PERFORMANCE SECURITY**

- The selected bidder has to deposit Bank Guarantee equivalent to 5% (Five Percent) of total contract value in favour of “Director, D.C.O. Chhattisgarh, Raipur” within **10 (Ten) working days** from issue of LoA.
- Performance Security shall remain valid up to 90 days after the expiry of the contract period.
- If the firm fails to provide satisfactory performance, the DCO, shall be at liberty to terminate the contract and withhold the Performance Security or the balance payment of the firm, apart from being entitled to take any other action that it deems fit.

**5. GENERAL INSTRUCTIONS AND TERMS & CONDITIONS OF RFP:****5.1 General Instructions**

- a) Tender documents are to be submitted online in two bid system (i) Technical Bid & (ii) Financial Bid. The “Technical Bid” should contain full information as required in Annexure-1 and put in a folder titled “Technical Bid”. The “Financial Bid” in another folder that should contain full information as required in BOQ titled “Financial Bid”. Both Bids should be put in a third folder which should be prominently superscribed as “Outsourcing the Services of Security Guard , Peon and Cleaning staff/Sweeper in the Directorate of Census Operations Chhattisgarh, Govind Sarang Parisar, 3<sup>rd</sup> Floor, New Rajendra Nagar, Raipur-492006 Chhattisgarh” along with an Earnest Money of Rs. 20000/- (Rs. Twenty Thousand only) in the form of Account Payee Demand Draft/ BC of any Nationalized/ Scheduled Bank drawn in favour of “Director, D.C.O. Chhattisgarh” payable at “Raipur”. All the interested firms may send their online application on or before **08.08.2017** till **03.00PM**. The Technical Bid will be opened on the date **10.08.2017** at **11.00AM** in presence of bidders, and opening date of Financial Bid of technically qualified firms will be communicated accordingly.
- b) If any offers received after due date and time of submission and without EMD shall not be considered. The EMD shall also be forfeited if any successful firm withdraw from the offer or do not accept the work for any reason, whatsoever. Unsuccessful bidders Earnest Money will be discharged/ returned as promptly as possible as but not later than 30 days after the award

of work order. All the Bid documents uploaded shall be serially page numbered and contain the table of contents with page numbers.

- c) DCO reserves every right to amend any of the tender conditions or a part thereof before the last date for the receipt of the tender, if necessary. The decision of extending the due date and time for the submission of tender documents on account of amendments will be the sole discretion of DCO. Cost of preparing the proposal and incidental expenses shall be borne by the bidders and the DCO will in no case be responsible or liable for these expenses regardless of the conduct or outcome of the tenders.
- d) At any stage if the experience certificates, Registration Certificate and details furnished by the firm are found to be false the earnest money shall be forfeited and the firm will be debarred from the tendering process.
- e) **If a firm quotes 'NIL' or "0" or left blank in the Service charge column, the bid shall be treated as unresponsive and will not be considered.**
- f) No alteration shall be made in any of the terms and conditions of the bid document by scoring out. In the submitted bid, no variation in the conditions shall be admissible. Bids not complying with the terms and conditions listed in this section are liable to be ignored.
- h) The earnest money of successful bidder will be returned at the time of deposit of Performance Bank Guarantee, which has to be deposited in terms of FDR issued by Nationalized/ Scheduled Bank within 10 days after the receipt of Letter of Intent @ 5% of the annual value of contract. The Performance Guarantee will be refunded to the Agency on completion of contract period after deducting liabilities if any.
- i) No bid will be considered unless and until all the pages of documents comprising the Bid are properly signed and stamped by the persons authorized to do so.
- j) In the event of bid being accepted, the bid will be converted into a contract, which will be governed by the terms and conditions given in the bid document. The instructions to bidders shall also form part of the contract.
- k) The Agency would have to acknowledge that he has made himself fully acquainted with all the conditions and circumstances under which the supplies required under the contract will have to be made or furnished and the terms, clauses and conditions, specifications and other details of the contract and the supplies. The Agency shall not plead ignorance on any matter



as an excuse for deficiency in service or failure to perform or with a view to asking for increase of any rates agreed to the contract or to evading any of his obligations under the contract.

- l) If the Agency or his agents or employees are found guilty of fraud in respect of the contract or any other contract entered into by the Agency or any of his partners or representatives thereof with the DCO; or at any time during the pendency of the contract, it comes to the notice of the DCO, that the Agency has misled it by giving false/incorrect information.
- m) The Agency will be responsible for the conduct of all workers deployed by him and will be legally liable for any harm or loss arising to any person whatsoever, in whatever form, from any misconduct or any act of negligence, omission or commission, whether intentional or otherwise, of the Agency or any of the workers agents any others deployed by the Agency in the course of providing any services stated in this contract, and will bear full responsibility and cost of the same.
- n) The DCO shall not be liable for any compensation, claim for damages etc. due to any accident, injury or harm to any person deployed by the Agency or death due to accident or otherwise, which may arise out of any circumstances related or unrelated with their duties at DCO.
- o) Without prejudice to the preceding term of contract, the Agency will be liable to reimburse the DCO of any cost because of any misconduct or any act of omission or commission, whether intentional or otherwise, of the Agency or any of the workers sub Agency's agents any others deployed by the Agency in the course of providing any services stated in this contract.
- p) The Agency shall be solely responsible for compliance with all statutory laws/rules/regulations such as those concerning PF, ESI, Labour laws, Minimum wages, etc. and they should be well covered under these statutory laws/rules/ regulations **before their deployment in DCO** . The DCO shall not be liable for any contravention/ non-compliance on the part of the Agency. Any contravention/ non-compliance on the part of the Agency would be construed as a sufficient ground for termination of the contract at the discretion of the DCO.
- q) The Agency may discontinue the contract at any point of time, by giving a notice at least 60 days before the intended date for discontinuation or a notice less than 60 days prior to the intended date of discontinuation, the

DCO will have the right to claim damages, and recover them from the payments due to the Agency or by any other means, in addition to forfeiting the Security Deposit of the Agency.

- r) The work order can be terminated by the Controlling Officer of DCO at any time without giving any notice in advance.
- s) The Agency has to maintain all the relevant register/ records as per the laws related with labour engagement etc. An affidavit on a non-judicial stamp paper of appropriate value to the effect that the Agency will be entirely responsible for fulfilling all the statutory obligations under different statutes like workmen compensation Act., Contract Labour (Regulation & Abolition)Act, ESI Act, PF Act etc, for the workers employed by him on the job will be submitted by the Agency before execution of the contract agreement. The workers employed by the Agency will not be treated as the employees of the DCO for any purpose whatsoever.
- t) The Agency shall be required to enter into an agreement on a non-judicial stamp paper of not less than Rs. 100 for a period of one year within 15 days of receiving the intimation/letter of intent and to start the work within 15 days of the signing of Deed/Agreement.
- t) The DCO reserves the right to accept or reject any or all bids partly or fully without assigning any reason and no correspondence would be made in this regard.

## **5.2 Eligibility Criteria**

- i. The agency shall have a valid license/ registration certificate/ under Private Security Agency Regulation Act 2005(PSARA-2005)/ FROM Ministry Of Labour/ Directorate General Resettlement, Ministry of Defence and should have experience of three years for running security services. Partnership, subletting, consortium or diversification of agreements will not be permitted.
- ii. The proof of experience (Certified copy) along-with satisfactory services from the concerned Department shall be supplied with the bid. The bidder should have undertaken at least 3 works of similar nature with any Govt. Office/ Department.
- iii. The Annual Turnover of the agency/ agencies should be more than Rs. 20 lakh during the last three financial years i.e. 2013-14, 2014-15 & 2015-16. Copies of the audited balance sheets for the last three financial years are to be enclosed along with the technical bid. The bidder should have not been

- blacklisted by any Central Govt./ State Govt./PSU and No conviction self-certificate should be submitted (**Format-B**) with their technical bid.
- iv. The agency should submit Chartered Accountant's Certificate alongwith Income Tax clearance certificate, Service Tax No./GST No., ESI, PF registration certificate, Labour License. The agency shall quote their Permanent Account Number along with the certified copy of PAN and should attach the copy of last Service Tax Return ST-3.
  - v. Bidders are requested to deposit Earnest Money Deposit (EMD), of Rs. 20000/- ( Rupees Twenty Thousand only) towards EMD by Bank Draft/ Bankers Cheque drawn in favour of "Director, D.C.O. Chhattisgarh" payable at Raipur along with the tender. Any bid without EMD will be rejected by office as non-responsive.
  - vi. The agency is required to furnish Performance Guarantee (PBG) at its own expense for an amount equal to 5% of the contract value in the form of bank FDR (of a Nationalized/ Scheduled Bank in the standard format within 10 days from the date of issue of award of the letter. The validity period of the PBG is one year.
  - Vii Validity of tender shall be for 120 days from the date of opening of the Tender.

### 5.3 Payment Terms

- (a) The DCO shall make the contract payment as per the payment schedule mentioned below:
  - i. No advance payment would be made.
  - ii. Monthly bill would be submitted in triplicate by the agency for the services of Security Guard, Peon and Cleaning Staff/Sweeper executed in the preceding month, shall be paid accordingly.
  - iii. **The firm will ensure payment of minimum wages through Aadhaar linked Bank Account to the Security Guard, Peon and Cleaning Staff/Sweeper & only reimbursement will be made after deducting the TDS as per rules to the Agency/ firm after receipt of requisite documents/ confirmation proof for actual payment to Security Guard, Peon and Cleaning Staff/Sweeper by the Agency/firm.**
  - iv **Aadhaar Biometric Attendance records/ log register for each Security Guard, Peon and Cleaning Staff/Sweeper and production of copies of Acquaintance rolls/ Attendance Register/ Salary Register for proof of**

**payment of wages to the Security Guard, Peon and Cleaning Staff/Sweeper .**

- v. Inadequate supply of Security Guard, Peon and Cleaning Staff/Sweeper will attract deduction at pro-rata basis from the work bill towards compensation. The decision of DCO will be final and binding in this regard.
- (b) If the performance of the security services by the agency is not found satisfactory, the Competent Authority shall have power to deduct proportionate amount from the monthly bill or to terminate the contract without giving any reason to the firm. Upon such termination, the security deposit of the Agency shall be liable to be forfeited and shall be absolutely at the disposal of DCO.
- (c) If at any time during **occurrence of JOB**, the SCOPE OF WORK for which this job has been awarded is reduced/abandoned, the payment value of this job order shall be reduced on pro-rata basis by the DCO and the decision of DCO, would be binding on the Agency.

#### **5.4 Penalty Clause**

In case of failure in doing the job to the satisfaction of DCO, a penalty upto 3% of service charges per day will be imposed by the DCO. In case of failure in doing the job assigned on a day to day basis the authority will get the job done through other sources and the expenditure so incurred will be recovered from the contractor.

#### **5.5 Arbitration**

All disputes or differences arising out of or in connection with the contract will be settled by bilateral discussion. Any dispute, disagreement or question arising out of or relating to the contract or relating to service or performance, which cannot be settled amicably, may be resolved through arbitration under Raipur Jurisdiction only.

**ANNEXURES****Format A: Letter of Transmittal**

To

Assistant Director (Admn.)  
Directorate of Census Operations Chhattisgarh  
Govind Sarang Parisar, 3<sup>rd</sup> Floor  
New Rajendra Nagar,  
Raipur-492006, Chhattisgarh.

Dear Madam/Sir,

We, the undersigned, offer to provide the required manpower in accordance with your request for Proposal (RFP) No. D-32019/1/2017-DCO(CG)/H-483 dated 14/07/2017 accepting all tender conditions mentioned in the RFP. We hereby submit our e-proposal, which includes this Technical Proposal, and a Financial/Commercial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements submitted in this Proposal are true and accept that any misinterpretation contained therein may lead to our disqualification.

The prices quoted in the Financial Proposal are valid till 120 days from the date of submission of the quotation. We confirm that this proposal will remain binding upon us and may be accepted by you at any time before the expiry date.

Prices have been arrived independently without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any competitor.

We agree to bear all costs incurred by us in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.

We understand that DCO is not bound to accept the lowest or any proposal or to give any reason for award, or for the rejection of any proposal.

I confirm that I have authority of [*insert name of the Agency*] to submit the proposal and to negotiate on my behalf.

Yours faithfully,

**Authorized Signature (in full and initial):**

**Name and Designation of Signatory:**

**Name of Agency:**

**Address:**

**Format B: No-Conviction Certificate**

**(On the letterhead of the organization)**

**No- Conviction Certificate**

This is to certify that .....(Name of the organization), having registered office at.....(Address of the registered office) has never been blacklisted or restricted to apply for any such activities by any Central/ State Government Department or Court of law anywhere in the country.

Signature

Name of the Authorized Signatory:

Designation:

Contact Details (including E-mail)

Date:

**Annexure I: Formats for Technical Proposal****PRESCRIBED PERFORMA FOR TECHNICAL BID**

With reference to Tender Notice No. ----- the undersigned furnishes herewith below/ enclosed herewith following details/documents as part of Technical Bid for consideration:

Sl. No.	Description	Number of Documents attached (as applicable)	Page No.
1	Name of tendering company/Firm/Agency		
2	Type of firm ie. Proprietorship/Partnership or company registered under company Act 1956		
3	Name(s) of proprietor/ Director of Company/Firm/Agency		
4	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person		
5	Date of establishment of the company/Firm/Agency		
6	PAN (Attach self attested copy)		
7	Valid License/ Registration Certificate/ under Private Security Agency Regulation Act 2005 (PSARA-2005)/ from Ministry of Labour/ Directorate General resettlement, Ministry of Defence		
8	Service Tax Registration Certificate/GST Certificate (Attach self Attested Copy)		
9	EPF Registration No. (Attach self attested copy) and latest challan copy		
10	ESI Registration No. (Attach self Attested Copy) and latest challan copy		
11	Copy of Income Tax returns for the last three years.		
12	Audited copy of balance sheet, P&L Account for the last three financial years(i.e. 2013-14, 2014-15 & 2015-16)		
13	At least three complete work order in the field of security and housekeeping services along-with completion work certificate(self certified copy) from any Govt. Office/Department or pvt. Firm of repute.		
14	A copy of latest Service tax return (ST-3) duly attested/ stamped		
15	Photocopy of the Demand Draft/Bankers Cheque for earnest Money of Rs.20000/- (Rupees only)		
16	Self-certificate duly signed by the agency that agency is not currently black listed either by DCO or any other Central Govt./State Govt. /Public Sector Undertaking. (No- conviction Certificate in Format-B)		
17	Additional information, if any (Attached Separate sheet , if required)		

Signature of the bidder

## ANNEXURE-II

## PRESCRIBED PROFORMA FOR FINANCIAL BID

Sl. No.	Item Description	Units	Monthly Wages per person (Rates cannot be less than the minimum wages as ordered by the O/o The Collector, Raipur, Chhattisgarh) In Rs.	EPF @ 13.16% of Basic in Rs.	ESIC @ 4.75% of Basic in Rs.	GST@ 18% of Basic ( or as applicable ) in Rs.	Service Charges per person per month in Rs.	TOTAL AMOUNT Without Service Charge (Col no. 4+5+6+7)	TOTAL AMOUNT With Service Charge (Basic rate + EPF+ESIC+Service Charge)[col no. 4+5+6+7+8]
1	2	3	4	5	6	7	8	9	10
1	Security Guard (Unskilled )								
2	Peon (Unskilled )								
3	Cleaning Staff/Sweeper (Unskilled )								



**ANNEXURE-III**

**PERFORMANCE SECURITY BOND FORM**

In consideration of the Registrar General, India Ministry of Home Affairs having agreed to exempt-----  
thereinafter called "the said contractor(s)" from the demand under the terms and conditions of an agreement (Purchase order) dated\_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for the contract of \_\_\_\_\_(hereinafter called the said agreement) of performance security for the due fulfillment by the said contractor of the terms and conditions contained in the said agreement and production of a bank guarantee for \_\_\_\_\_ we, ( Name of the Bank)\_\_\_\_\_ - (hereinafter referred to as "the Bank" at the request of \_\_\_\_\_ contractors) do hereby undertake to pay to the company an amount not exceeding\_\_\_\_\_ against any loss or damage caused to or suffer or would be caused to or suffered by the company by reasons of any breach by he said contractor(s) of any of the terms and conditions contained in the said agreement.

2. We (Name of the bank) \_\_\_\_\_do hereby undertake to pay the amount due and payable under the guarantee without any demur, merely on a demand from the company stating that the amount claimed is due by way of loss or damage caused to or suffered by the company by reasons(s) of the contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regard the amount due and payable by the bank under the guarantee where the decision of the company in these counts shall be final and binding on the bank. However our liability under the guarantee shall be restricted to an amount not exceeding\_\_\_\_\_.

3. We undertake to pay to the company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and unequivocal. The payment so made by us under the bond shall be valid discharge our liability for payment there under and the contractor(s) supplier(s) shall have no claim against us for making such payment.

4. We (name of the Bank)\_\_\_\_\_ ---- further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till officer in charge certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge the guarantee. Unless a demand or claim under the guarantee is made as in writing KLJ/ on or before the expiry of the Eighteen Months from the date hereof. We shall be discharged from all the liability under the guarantee thereafter.

5. We(Name of the Bank) \_\_\_\_\_ further agree with the company that the Company 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 agreement or to extend the time of performance of the said agreement(s) from time to time any of the power exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the 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 the company or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. The guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s) supplier(s).

7. We (Name of the Bank) \_\_\_\_\_lastly undertake not to revoke the guarantee during the currency except with the previous consent of the company in writing.

8. The amount of Security bond/ Bank guarantee is to be deposited equal to 5% of the total: amount of the cost of the work.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

For \_\_\_\_\_  
(Indicate the name of the Bank)  
Witness:

## INSTRUCTIONS ON E-TENDERING

1. All interested bidders are requested to register themselves with the portal <http://eprocure.gov.in> and enroll their digital certificate with the user id for participation in the tender.
2. Bidders are requested to read following conditions in conjunction with various condition, wherever applicable appearing with this bid invitation for e-Tendering. The conditions mentioned here in under shall supersede and shall prevail over the conditions enumerated elsewhere in the tender document.

### 3. **How to submit On-line Bids/ Offers electronically against e-Tendering?**

Venders/ Bidders are advised to read the following instructions for participating in the electronic tenders directly internet:

- (i) Late and delayed Bids/ Offers after due date/ time shall not be permitted in e-Tendering system. No bid can be submitted after the last date and time or submission is over. (However if bidder intends to revise the bid already submitted, they may change/ revise the same on or before the last date and time of submission of bid. ) The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- (ii) Bidders are advised in their own interest to ensure that bids are uploaded in e-tendering system well before the closing date and time of bid.
- (iii) No bid can be modified after the dead line for submission of bids.
- (iv) No manual bids/ offers along with electronic bids/ offers shall be permitted.

### 4. **What is a Digital Signature?**

This is a unique digital code which can be transmitted electronically and primarily identifies a unique sender. The objective of digital signature is to guarantee that the individual sending the message is who he or she really claims to be just like the written signature. The Controller of Certifying Authorities of India (CCA) has authorized certain trusted Certifying Authorities(CA) who in turn allots on a regular basis Digital Signature Certificates.

### 5. **Documents which are signed digitally are legally valid documents as per Indian IT Act (2000).**

### 6. **Why is a Digital Signature required?**

In order to bid for DCO e-tenders all vendors are required to obtain a legally valid Digital Certificate as per Indian IT Act from the licensed Certifying Authorities(CA) operating under the Root Certifying Authority of India (RCAI), Controller of certifying Authorities (CCA) of India. The Digital Certificates is issued by CA in the name of a person authorized for filing Bids/ Offers on

behalf of his Company. A Vender/ Bidder can submit their Bids/ Offers on-line only after digitally signing the bid/ documents with the above allotted Digital Signatures.

**7. Bidders have to procure Digital Signature Certificate( Class 3 or 2 with signing key uses) from any of the certifying Authorities in India.**

**8. Submission of Documents**

- (i) Bidders must submit online offers by the date and time mentioned in the e-Notice Inviting Tender (e-NIT) at the website address stated therein
- (ii) Each e-Tender will provide access to Commercial as well as Price part of Tender. Along-with the Commercial part, Bidders can attach the required documents with the bid in line with the Tender.
- (iii) The successful bid submission can be ascertained once acknowledgment is given by the system through bid submission number after completing all the process and steps.
- (iv) The bid have to be submitted online only. However, documents which necessarily have to be submitted in originals like EMD if applicable and any other documents mentioned in the e-tender documents have to be submitted offline. **Prices should not be submitted in a sealed envelope.** DCO shall not be responsible in any way for failure on the part of the bidder to follow the instructions. Physical Bids will not be accepted. All such physical Bids shall be considered as invalid offers and shall be rejected summarily without any consideration.
- (v) Price Bid shall contain only price as per Schedule of Rates (in form of an excel sheet) without any condition. It is to be noted that the Price Bid shall contain only PRICES and no conditions whatsoever.
- (vi) The bid shall be uploaded through Digital signatures by someone legally authorized to enter into commitment on behalf of the Bidders. Bidder shall upload among other Documents, power of Attorney in favour of the person who is authorized to enter into commitments on behalf of the Bidder.
- (vii) It is advised that the bidder upload small size documents (preferably upto 5 MB) at a time to facilitate in easy uploading into e-tendering site. DCO does not take any responsibility in case of failure of the bidder to upload the documents within specified time of tender submission.

**9. Submission and Opening of Bids**

- i) Bid along-with all the copies of documents should be submitted in the electronic form only. Before the bid is uploaded, the bid comprising of all attached documents should be

digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) in accordance with the Indian IT Act 2000.

- ii) The bid shall be opened online on the date & time mentioned in the NIT.
- iii) The Price Bids only of those bidders shall be considered for electronic opening & evaluation whose bid is determined to be technically and commercially acceptable to DCO.

**10. System/Technical requirement for submission of Bids**

Bidders are advised in their own interest to ensure that bids are uploaded in e-procurement system well before the closing date and time of bid. Vendors/ Bidders must use any computer having Windows 2000 or Windows XP versions or higher of Window Operating System and an internet web browser version internet explorer v8.0 or higher recommended.

**11. The tender shall be submitted in major parts, namely “Technical/Commercial Bid and Price Bid (BOQ).**

**12. As a part of software requirement for the e-tender, the main features are:**

- i) The price bid formats are same for global and Indian vendors. Bidders are requested to follow the instructions mentioned in the bid format.
- ii) Vendors interested in the tender may submit scanned copy of EMD as stated in document in this e-tender and submit the original EMD physically within the closing time and date as mentioned.

**13. Earnest Money Deposit & Tender Fee:**

The EMD in original has to be submitted by dropping it in the tender-box (as per instruction) and copy of the same needs to be **uploaded before the due date** at the time of tender submission, failing which the bid shall be summarily rejected. A scanned copy of the instrument DD/BC or exemption certificate in case of NSIC or exempted category has to be uploaded along with clear scanned copies of required documents to substantiate the claim towards their credentials along with the tender documents in the appropriate space. It is mandatory for every tenderer to fill all the documents as set out in the tender document irrespective of their earlier association with DCO. Any conditional/ incomplete offer or failure to follow above instructions shall lead disqualification even at the time of opening of bids.

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