

**CENTRAL RAILSIDE WAREHOUSE COMPANY LTD.**  
**(A Govt. of India Enterprise)**  
Ground Floor, Pragati Maidan Metro Station Building, New Delhi-110001

No. CRWC-II/RWC-Mysore/Security Tender/17-18/598

Dated: 07.06.2017

**E-Tenders for appointment of Security Service Provider**

CRWC invites online e-Tenders from the interested professionally competent and financially sound parties for appointment of Service Provider (Security Services) for providing Security Services at Railside Warehousing Complex –Mysore- Karnataka

The eligibility criteria and detailed terms & conditions for the submission of tender for appointment of Service Provider (Security Services ) can be downloaded in between From **1100 hrs of 13.06.2017 to 1500 hrs of 12.07.2017** respectively from the website of Tender Wizard [www.tenderwizard.com](http://www.tenderwizard.com)/CRWC; CRWC <http://www.crowc.in> & CWC <http://www.cewacor.nic.in> and may also be seen at website [www.tenderhome.com](http://www.tenderhome.com) and <http://www.eprocure.gov.in>.

Last date of online submission of Tender is upto **1500 hrs of 12.07.2017**.

**Dy.GENERAL MANAGER(LOM)**

**TENDER NOTICE**

The Central Railside Warehouse Company Ltd. (CRWC) invites online e-Tenders under two bid system from professionally Competent and financially sound interested parties for appointment of Service Provider (Security Services) for providing Security Services at RWC, Mysore-Karnataka as per details given below for a period of two years which is extendable by further three months at the same rates, terms and conditions at the sole discretion of CRWC. The Service Provider (Security Services) shall execute the contract as per the directions and control of the Central Railside Warehouse Company Ltd. (CRWC), New Delhi/ RWC, Mysore.

Sl. No.	Details of Tender enquiry	
1.	Name of the RWC	Mysore
2.	State	Karnataka
3.	Sale/downloading of tender	From 1100 hrs Of 13.06.2017 To 1500 hrs of 12.07.2017
4.	Last date & Time of online submission of Tender	12.07.2017 upto 1500 hrs
5.	Date & time of online opening of Tenders (Technical Bid)	13.07.2017 at 1530 hrs.
6.	EMD Amount to be deposited	Rs.50,000/-
7.	Date and Time of online submission of (i) EMD (ii) Cost of tender form & processing Fee	Upto 1500 hours on 12.07.2017
8.	Security Deposit (in Rs.)	Rs.2,50,000/-
9.	Pre-bid meeting to be held on	30.06.2017 at 1100 Hrs.
10.	Last Date of receipt of Clarification/ queries, if any	Up to 1600hrs On 28.06.2017

**Note & other details:-**

- Each tenderer shall deposit **Rs.1370/-** towards processing fee of tender document inclusive of Service Tax of 15% on or before 1500 hours of **12.07.2017** through e-payment system.

**\*Processing fee might increase/decrease proportionately in the event of GST Implementation from 01.07.2017**

2. Bidder must upload digitally signed scanned copies of referred documents in support of their eligibility of bid. In the event of any document found fabricated/forged/ tampered/ altered/ manipulated during verification, then the EMD of the bidder shall be forfeited and he/they himself/themselves would disqualify for future participation in the tender of CRWC works for the next 05 (Five) years.

3. Bidder who wish to participate in the e-tendering will have to procure valid digital certificate as per Information Technology Act, 2000. Bidders can procure this certificate from any of the Govt, approved certifying agency i.e., Consultancy Services.

4. **DOWNLOADING OF TENDER DOCUMENT:** The tender document for this work is available only in electronic format which bidder can download from the website given under Para 7.

5. **SUBMISSION OF TENDER:** Tenderer shall submit their offer in electronic format on the website on or before the scheduled date and time as mentioned above. **No offer in**

**physical form will be accepted** and any such offer, if received by CRWC will be out rightly rejected. Bidder will have also to submit tender cost through e-payment mode/DD and EMD online through RTGS/NEFT/DD mode only. The details of RTGS/NEFT/DD are available on [www.tenderwizard.com/CRWC](http://www.tenderwizard.com/CRWC).

Duly digitally signed Price Bid as per schedule given under Annexure A & A1 of the Tender form shall be submitted through e-tender process only. All the rates must be filled neatly in words & figures and any erasure, correction, interpolation, cuttings & over writing must be initialled.

6. The Tenderer who wish to download the tender form from website may ensure that they fulfil the requirement as mentioned under clause no. 3.2

7. Tender form (Non- Transferable) embodying terms & conditions of the contract each set (in duplicate) and other details can be downloaded from internet sites address for e-tendering activities [www.tenderwizard.com/CRWC](http://www.tenderwizard.com/CRWC) and can be seen & downloaded from website [www.cwrc.in](http://www.cwrc.in), CWC, website [www.cewacor.nic.in](http://www.cewacor.nic.in) & may also be seen at website tender home website <http://www.tenderhome.com> and <http://www.eprocure.gov.in> against due payment of tender cost.

8. All such Tender documents downloaded from the website will be legally valid for participating up to its closure day/time.

9. Bidders who wish to participate in online tender have to register with the website through the “**New user registration**” link provided on the home page of [www.tenderwizard.com/CRWC](http://www.tenderwizard.com/CRWC). Bidder will create login ID and password on their own registration process.

10. The digital signature certificate is normally issued within two working days. The interested bidders are requested to apply for the same well in advance. In case validity of digital signature certificate has expired, the bidders are advised to get it renewed immediately.

11. Bidders who wish to participate in e-tender need to fill data in pre-defined forms of technical bid, price bid in Excel format only.

12. Bidders should upload scanned copies of documents in support of their eligibility of the bid through General Documents provided in the website.

13. After filling data in pre-defined forms, bidders needs to click on final submission link to submit their encrypted bid.

**14. The tenders are to be submitted in two parts, part-I containing technical specifications and part-II containing financial offer i.e. technical bid and price bid through e-tender process only.**

**15. The cost of Tender form Rs. 1,000/- has to be paid for such downloaded tender form on or before the date & time as specified in the NIT through e-payment system/mode/DD only.**

16. In case the EMD, cost of tender form and processing fee is not actually credited in the accounts as specified above and confirmed on or before the date and time as specified in NIT, the tender shall not be considered further irrespective of the bidders claim that the same has been transferred to the aforesaid account but due to fault of the agency/ bank it is not credited.

17. Any clarification regarding online participation, they can contact:-  
M/s Karnataka State Electronics Development Corporation Ltd.,  
No.29/1, Race Course Road, Bangalore - 560001

**For local assistance may call following helpline No. at 011-49424365**

(a) Mr. Nehal Akhtar, Mobile No.: 8800991855

(b) Mr. Sunny, Mobile No.: 8800991863

(c) Mr. Alok, Mobile No. : 8800607901

Tender containing page **02 to 24 and 27 to 41** of this NIT is part of tender document. Page **25-26** are price bid.

18. Intending Tenderers are advised to visit the place of operations for acquainting themselves with the nature of work involved in their own interest before submitting the Tender.

**19. Conditional Tender and the Tender not accompanied by the cost of Tender form and EMD shall be summarily rejected.**

20. The Tenderer should have an experience in the work of Security in Central/ State Govt. Organisation including PSU/ Co-operatives or Companies Registered under Companies Act for atleast three preceding Financial Years.

21. The Tenderer should have valid license under PSARA 2005 from concerned State Authority.

22. The annual gross turnover of the Tenderer should be minimum **Rs. 50, 00,000/-** in each year during three preceding financial years from the work of security Services duly certified by Chartered Accountancy firm.

**23. Duly filled signed and scanned copy of tender be uploaded in the tender wizard website.**

24. It will be the responsibility of the tenderer to ensure that all the documents to fulfill eligibility criteria as per NIT/ tender conditions have been properly uploaded in the tender wizard website well in advance on or before the last date & time for submission of the tender as stipulated in the NIT. No documents in physical form will be accepted. Any information received without proper documents uploaded in the website to satisfy eligibility criteria shall not be entertained.

**25. All the documents uploaded in the website to satisfy eligibility criteria should be serially page numbered in the sequence to the documents sought to fulfil eligibility criteria so that the same can be linked properly.**

26. CRWC reserves the right to reject any or all the Tenders without assigning any reason and does not bind itself to accept the lowest or any tender.

**Dy.GENERAL MANAGER**

**CENTRAL RAILSIDE WAREHOUSE COMPANY LTD.**

**(A Govt. of India Enterprise)**

**E-Tender**

**For**

**Appointment of Service Provider (Security Services) for providing  
Security Services at RWC, situated at Mysore-Karnataka**

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**Corporate Office: Ground Floor, Pragati Maidan Metro Station  
Building, New Delhi-110001, Website: [www.crwc.in](http://www.crwc.in)  
Phone: 011-23379418, FAX: 23379434**

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**TENDER DOCUMENT PRICE (NON-REFUNDABLE): Rs. 1,000/-****OPEN TENDER FOR APPOINTMENT OF SERVICE PROVIDER (SECURITY SERVICES) FOR PROVIDING SECURITY SERVICES AT CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED'S RWC SITUATED AT MYSORE-KARNATAKA FOR A PERIOD OF 24 MONTHS FROM THE DATE OF AWARD OF CONTRACT**

1. Pre -bid meeting will be held on : 30.06.2017 at 1100 hrs
2. Clarifications/ queries, if any, is to be Submitted by : 28.06.2017 upto 1600 hrs
3. Pre-bid meeting will be held at : CRWC, CO, New Delhi \_\_\_\_\_
4. Online Tender Forms shall be submitted : upto 1500 hrs. On 12.07.2017
5. Tenders containing technical bids will be opened online at CO : at 1530 hrs. On 13.07.2017

**Notes / Instructions:**

- (i) The Tender Form is not transferable under any circumstances.
- (ii) The Tender documents as specified in NIT are required to be submitted online without tampering with any of the folios thereof i.e., none of the folios of the Tender Document including all the Annexure should be detached and retained by the intending Tenderer. All folios shall be submitted in the manner required duly fulfilling all the conditions mentioned therein.
- (iii) Tender Documents shall be digitally signed by the intending Tenderer or such person on his behalf as is legally authorised to sign for and on his behalf and under official seal at the time of submission.
- (iv) **Each and every supporting document attached with the tender should be digitally signed by the intending tenderer with official seal at the time of submission.**
- (v) Failure to comply with conditions will render the tender liable to be rejected.
- (vi) **SUBMISSION OF TENDER:** Tenderer shall submit their offer in electronic format on the website on or before the scheduled date and time as mentioned above. **No offer in physical form will be accepted** and any such offer, if received by CRWC will be out rightly rejected. Bidder will have also to submit tender cost through e-payment mode/DD and EMD online through RTGS/NEFT/DD mode only. The details of RTGS/NEFT/DD is available on [www.tenderwizard.com/CRWC](http://www.tenderwizard.com/CRWC).
- (vii) **Tenderers are required to disclose whether they are registered or not under "Micro & Small Enterprises". Micro and Small Enterprises are encouraged to apply against the tender. Procurement policy for Micro and Small Enterprises (MSEs), October, 2012, will be adopted, wherever applicable and in accordance with Government guidelines. As per policy, 20% of procurement of annual requirement of goods and services is earmarked for micro and small enterprises and a sub target of 4 % procurement of goods and services out of the 20 % is earmarked to MSE's owned by SC/ST enterprises. As per procurement policy, MSE's having valid Udyog Aadhar Memorandum shall be provided all the benefits available for MSE's. To reduce transaction cost of doing business, micro and small enterprises shall be facilitated by providing them tender sets free of cost, exempting micro and small enterprises from payment of Earnest Money, Tenderers submitting tenders under MSE's category shall produce the certificate of registration under MSE's category. Tenderers submitting bids under SC/ST category should furnish certificate of SC/ST status in the name of the proprietor (in case of proprietorship firm), partner/(s) with more than 50% stake (in case of partnership firm) and director/(s) with more than 50% equity stake (in case of limited companies).**

**TENDER LETTER**

Dear Sir,

**Sub: Contract for Appointment of Service Provider (Security Services) for CRWC's, RWC, Mysore-Karnataka**

**The complete set of tender papers for the contract for Security Service for a period of 24 months, comprising of the following chapters and annexure, is not transferable under any circumstances:**

**TENDER LETTER**

<b>Chapter I</b>	-	<b>INSTRUCTION FOR SUBMISSION OF TENDERS</b>
<b>Chapter II</b>	-	<b>TERMS AND CONDITIONS OF THE CONTRACT</b>
<b>Annexure 'A' &amp; 'A-1'</b>	-	<b>SCHEDULE OF RATES</b>
<b>Annexure 'B'</b>	-	<b>DUTY DETAILS</b>
<b>Annexure 'C'</b>	-	<b>INFORMATION TO TENDERER FOR TECHNICAL BID FOR HIRING OF SECURITY SERVICES</b>
<b>Annexure 'D'</b>	-	<b>AGREEMENT</b>

It is advised to go through the tender document carefully and understand various provisions contained therein along with their implications.

You are required to upload your offer in electronic format under two bid systems i.e. technical bid along with documents and financial bid. Please ensure that all the documents listed in this chapter are complete in all respects before submission.

**It may please be noted that CRWC reserves the right to:-**

- i) Accept or reject any or the entire bid in part or in full without assigning any reasons.
- ii) Accept or reject any or all of the financial bids in part or in full, irrespective of their being the lowest without assigning any reasons.
- iii) To extend the date of submission of the tender.
- iv) Relax the tender conditions at any stage, if considered necessary for the purpose of finalizing the contract in overall interest of CRWC and Trade.
- v) Re-tender or modify the terms and conditions of the tender. It also reserves rights to negotiate the rates with the lowest tenderer i.e. L-1.
- vi) Disqualify the Tenderers black listed by State / Central Govt. undertakings / PSUs or whose contracts have been terminated on account of poor performance.
- vii) CRWC also reserves the right to award the contract for security service to different bidders in case CRWC cannot find a single party to do all jobs, However it would prefer the same contractor to do all the works specified in the tender document.



You are requested to peruse the tender documents carefully so as to avoid rejection of the tender for non-compliance with the necessary instructions or Terms and Conditions.

You may like to visit CRWC's RWC, Mysore-Karnataka to make yourself more conversant with the site conditions.

Thanking you,

Yours faithfully,  
For and on behalf of  
Central Railside Warehouse Company Limited

**Dy. GENERAL MANAGER**

**Central Railside Warehouse Company Limited****CHAPTER I****INSTRUCTIONS FOR SUBMISSION OF TENDER****1. QUALIFICATION FOR ELIGIBILITY**

The Tenderer should be a bonafide contractor, which shall mean an entity fulfil the following qualification criteria:

- (a) **The annual gross turnover of the tenderer for three preceding financial year 2013-14, 2014-15 and 2015-2016 should be minimum Rs. 50,00,000/- (Rs. Fifty lac only) each year from the work of Security Services duly certified by a Chartered Accountant.**
- (b) **The agency should be Licensed/Registered under The Private Security Agencies Regulation Act, 2005 to operate in the state of Karnataka and/or proof of application for License in state of Karnataka for having been made with concerned authority with acknowledgment. In case of applied for, price bid shall be opened in respect of those parties who will produce licence or satisfactory document/ registration certificate in otherwise situation issued by the appropriate authority under The Private Security Agencies Regulation Act, 2005 at the time of opening of 'Price Bid'**
- (c) **Certificate of experience in the work of providing Security Guards in each year during immediately preceding last three financial years from the date of NIT at least in three Central/State Govt. organisations including Public Sector undertakings or Companies registered under Companies Act., Co-operatives.**
- (d) **Copy of PAN of the Tenderer and Service Tax Registration No.**
- (e) Having valid PF, ESI & Service Tax registration with appropriate authorities.
- (f) EMD for 50,000/- (Rupees Fifty Thousand only) online through RTGS/ NEFT/DD mode only exclusive of Bank Charges which shall be paid extra by prospective bidder. Micro and Small Enterprises (MSE's) are exempted from payment of EMD.  
  
EMD shall be interest free and refundable to unsuccessful tenderer.  
Earnest Money shall be forfeited
  - i) If the tenderer after submitting his tender resiles from or modifies his offer and/ or terms and conditions thereof, in any manner before its acceptance.
  - ii) In the event of tenderers failure, after acceptance his tender, to furnish the requisite security deposit by the due date and sign the agreement without prejudice to any other rights and remedies of the CRWC under the contract and law.
- (g) Meeting all other requisites laid down in this Tender elsewhere.

## 2. TENDER DOCUMENT

The Tender Document will consist of all documents listed in the table of Contents on page no.6.

These must be submitted together in the manner indicated below, failing which the tender is liable to be rejected. **Incomplete or conditional tender is also liable to be rejected.**

## 3. SUBMISSION OF TENDERS – TIME LIMIT/MODE

3.1 Tenderer shall submit their offer in electronic format on the website on or before the scheduled date and time as mentioned above. **No offer in physical form will be accepted** and any such offer, if received by CRWC will be out rightly rejected. Bidder will have also to submit tender cost through e-payment mode and EMD online through RTGS/NEFT/DD mode only. The details of RTGS/NEFT/DD are available on [www.tenderwizard.com/CRWC](http://www.tenderwizard.com/CRWC).

3.2 The following documents must be digitally signed and uploaded with the offer in **“Technical Bid and “Financial Bid” for providing security services at RWC, Mysore-Karnataka.**

### Technical Bid

- (a) Letter of Submission of Tender.
- (b) Earnest Money Deposit of Rs 50,000/- (Rupees Fifty Thousand only) in the prescribed manner through e-payment system/ mode within the date & time as specified in NIT exclusive of Bank Charges which shall be paid extra by prospective bidder. Further **MSE's** having valid registration certificate are exempted from payment of EMD.
- (c) Documents indicating ongoing contracts in hand as well as of past showing experience in the work of Security **for at least three immediate preceding** financial years i.e.,2013-14, 2014-15 & 2015-16 from the date of NIT in three Central/ State Govt. organisation including PSU/ Co-operatives or Companies registered under Companies Act.  
The experience certificate issued by the said organisation shall invariably bear name and designation of the issuing authority along with rubber stamp.  
**Further the security agencies, who are presently working as security service provider in any of the terminals of CRWC, will produce satisfactory performance experience certificate from the respective terminals.**
- (d) The Income Expenditure or Profit & Loss Statement for the preceding / last three financial years 2013-14, 2014-15 & 2015-16 duly certified by Chartered Accountant in proof of requisite annual turnover of Rs. 50 Lakhs each year from the work of Security Services.  
If the audit has not been completed for the year 2015-16, the provisional balance sheet and Profit & Loss account for the year 2015-16 duly certified by the Chartered Accountancy Firm may be submitted.
- (e) Papers indicating constitution of the firm.
- (f) Duly signed NIT & Tender (each page), as specified in NIT. All the documents must be properly numbered and bonded.
- (g) Power of Attorney for signing the tender documents, if required.
- (h) Original or duly attested copies of registration certificate under PF, ESI, Service tax and License under PSARA from concerned state authority.

- (i) Duly attested copy of valid labour licence issued by Regional Labour Commissioner, Govt. of India. However, the tenderer selected/ appointed who does not have labour license are required to apply and get labour license within one month from the Labour Authority from the date of the joining the work.
- (j) **Certified copy of PAN of the tenderer issued by Income Tax Authority**
- (k) **A certified copy of PAN based copy of Service Tax Registration / code No.**
- (l) A self certificate certifying that the person including sole proprietor firm/partnership firm/corporate entity are not black listed in any central/state Govt.PSU etc. as on date of submission of tender. The tenderer should also clearly disclose about the pendency of any court case in respect of his blacklisting and orders, if any, passed. The tenderers / bidders those who are blacklisted by any Central / State Government PSU or local government department and autonomous body during last five years are liable to be summarily rejected. Any wrong declaration / concealment shall also result in disqualification of tender and their EMD will be forfeited.
- (m) Income Tax Return filed during last Three Financial Years.
- (n) Latest documentary proof regarding filing of service Tax Return with Service Tax Authority be submitted. In case any exemption for payment of Service Tax has been given by the Authority, the same may be placed on record.
- (o) The Tenderer who have downloaded Tender form from website shall have to pay an amount of Rs. 1,000/- towards cost of Tender Form through e-payment system/ mode on or before the date & time as specified in the NIT. **MSE's** having valid registration certificate are exempted from payment of tender cost.
- (p) Processing fee deposit of **Rs.1370/-**. Through e-payment system/ mode on or before the date & time specified in NIT.
- (q) The sufficient documents in support of the information required under **Annexure- 'C'** and elsewhere should be uploaded.
- (r) **Certificate of registration under MSE category, if applying tender under MSE category.**
- (s) **Certificate of SC/ST status of the individual, if applying under MSE category. The certificate should be in the name of the proprietor (in case of proprietorship firm), partner with more than 50% stake (in case of partnership firm) and directors with more than 50% equity stake (in case of limited companies).**

**Note:**

1. All the scanned copies of the above documents to be uploaded should be digitally signed by the tenderer in support of their eligibility criteria failing which their tender shall be liable for rejection.
2. Tenders not accompanied by all the enclosures intact and duly filled in and signed, as mentioned here in above, may be liable to be rejected. However, CRWC reserves the right to seek additional information from the party of clarificatory/ supplementary nature to the original Technical Bid proposal after its submission, if found to be necessary during the course of evaluation of the proposal, if otherwise fulfils the minimum eligibility criteria, in furthering the finalization of technical qualification/ competency. Non-submission, incomplete submission or delayed submission of such information sought by CRWC as mentioned here in above will be a ground for rejecting the proposal in full details.

3. Necessary clarification required by the CRWC shall be furnished by the Tenderers within the time frame given by the company for the same failing which the Tender shall be liable for rejection.

**COVER II- FINANCIAL BID:**

**Note: Financial Bid in Annexure "A" & "A-1" duly filled by the tenderer and submitted online.**

1. The Tenderer shall quote lump sum/ consolidated rates (based on the Minimum Wages Act, as revised from time to time during the tenure of the contract) under "A" of **Annexure A-1** for each category of security personnel to be deployed by them at RWC, **Mysore** towards their wage structure profile inclusive of all the elements of statutory obligations under various labour laws and also likewise quote the consolidated/ lump sum rates under "B" of **Annexure A-1** towards service charges inclusive of expected change/ increase in future as mentioned there under. Quotes should be made by taking into account minimum wages including variable DA notified by Central Govt w.e.f. **01.04.2017** for **Area B** for watch and ward staff. Service Tax shall be paid extra on the bills as per extant rule.
2. On the basis of "A"&"B" of **Annexure A-1**, the consolidated/ lump sum rate shall be quoted under "C" of **Annexure-A-1** which shall be basis of payment by CRWC to security agency towards actual deployment of each category of security personnel during the currency of the entire contract period including extendable period under the contract.
3. **No request for revision of the rates quoted by Security Service Provider under "C" of Annexure A-1 shall be entertained under any circumstances during the entire period of contract including its extended period as per the provisions of contract agreement.**
- 3.3 The tenders duly completed as described in Para above must be submitted online up to 1500 hrs. on **12.07.2017** positively.
- 3.4 The Tender shall be delivered online as detailed in NIT. Any tender delivered or sent otherwise will be at the risk of tenderer. In case the date of opening is declared holiday, the tender will be opened online on the next working day following the holiday at the same place and venue and time.
- 3.5 The Technical Bid of tenders will only be opened online at CRWC's Corporate Office, located at the above address at **1530 hrs.** on **13.07.2017** in the presence of authorised representative of the tenderer, if deputed. The date and time of online opening of financial bid shall be intimated to the individual technically qualified tenderer separately.

- 3.6 The CRWC reserves the rights to extend the date of submission and opening of tender.
- 3.7 All rates shall be quoted only on the proper form of the Schedule of Rates and each page of this schedule shall be digitally signed in full by the tenderer or his authorised signatory as described in above.
- 3.8 The schedule of rates should be filled in carefully after considering all the aspects of work as described in the Tender on “Scope of Work” and “Terms & Conditions”. No request for change or variation in rates or terms and conditions of the contract shall be entertained on the grounds that the tenderer had not understood the work envisaged by this Contract for Security Services of CRWC at its RWC, Mysore. **Any overwriting in the Schedule of Rates should be avoided.** In case of a mistake, the mistake should be clearly cut and the correction should be digitally signed in full by the tenderer or his authorised signatory. The total number of cutting on each page must be mentioned on the bottom of each page.
- 3.9 The tenderer will have to submit an analysis of rates being paid to the security personnel deployed, if called upon to do so by CRWC.
- 3.10 CRWC reserves the right to retender or modify the terms and condition of the tender. It also reserves the right to negotiate the rates with the lowest tenderer, i.e L-1.
- Tenderer shall not increase his/their quoted rates in case the CRWC administration negotiates for reduction of rates, such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates quoted will be binding on the tenderers.
- 3.11 Any variation, addition and/or omissions in the items of work to be actually carried-out shall not form a basis of any dispute regarding the rates quoted by the tenderer in the tender. The rate quoted by the tenderer shall be applicable irrespective of the volume of work.
- 3.12 The rates in the schedule of rates must be quoted in both words and figures. If there is variation between the rates quoted in “figures” and in “words”, only the lower of the rate quoted in words and figures for the item shall be taken to be as correct and valid.
- 3.13 Each folio of Tender Documents shall be digitally signed by the intending Tenderer or such person on his behalf as is legally authorised to sign for and on his behalf and embossed with official seal at the time of submission.
- 3.14 Each and every supporting document attached with the tender should be digitally signed by the intending tenderer and embossed with the official seal at the time of submission.
- 3.15 Tenders containing erasures, omissions or alteration are liable to be rejected if any correction become necessary, these must be made in ink and all such correction must be attested by full signature of the tenderer and date

#### **4. EVALUATION OF PRICE BID:**

The price bid shall be evaluated to find the L-1 in consideration of the amount payable at the rate quoted by the Security Agency under **Annexure-A-1** i.e. consolidated/ lump sum rate.

**In case there is more than one tenderer quoting the same rates, due consideration shall be given to financial turnover value as submitted under eligibility criteria for the purpose of selection of L1. In such cases, tender shall be awarded to the tenderer having higher average financial turnover value of preceding three (03) years for which turnover value has been given in the tender.**

**5. PREVIOUS EXPERIENCE OF TENDERERS**

The tenderer should enclose documents/ certificates/ award letter of contracts in proof, to the satisfaction of CRWC, of his experience in the work of **Security** for at least three **immediate preceding financial years i.e. 2013-14, 2014-15 & 2015-16 in Central/ State Govt organizations including Public Sector undertaking or reputed private agencies, co-operatives.** The experience should be in the same name/firm/composition in which it is applying for this contract. Tenders, which are not supported by satisfactory credentials, will not be considered.

**6. FINANCIAL CREDIBILITY OF FIRM**

6.1 The tenderer should have achieved a minimum annual turnover of Rs. 50 Lakhs p.a. **from work of Security Services** in preceding three Financial Years **2013-14, 2014-15 & 2015-16 each.**

6.2 For satisfactorily establishing the requirement stipulated at 6.1, the financial statements like P&L A/c and Balance Sheet for the last three financial years **2013-14, 2014-15 & 2015-16** duly certified by a Chartered Accountant should be submitted.

If the audit has not been completed for the year 2015-16, the provisional balance sheet and Profit & Loss Account for the year 2015-16 duly certified by the Chartered Accountancy firm may be submitted.

**7. CONSTITUTION OF THE FIRM**

7.1 The Tenderers who are the constituents of a Firm, Company, Association/or Society must enclose attested copies of the constitution of their Firm/Company/Association or Society and power of attorney.

7.2 If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and the name of his firm with its current address.

7.3 If the tender application is submitted by a firm in partnership, it shall be signed by all partners of the firm above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the application, in which case the certified copy of the Power of Attorney shall accompany the tender application/document. A certified copy of the partnership deed, current address of the firm and the full names and addresses of all partners of the firm shall also accompany the tender application/document.

- 7.4 If a Limited Company submits the tender application, it shall be signed by its Managing Director or the duly authorized person holding the Power of Attorney for signing the application in which case a certified copy of the Power of Attorney shall accompany the application/document. Such Limited Company will be required to furnish satisfactory evidence such as a copy of Memorandum and Articles of Association.
- 7.5 The cancellation of any documents such as Power of Attorney, Partnership Deed etc. shall forthwith be communicated to CRWC in writing, failing which CRWC shall have no responsibility or liability for any action taken on the strength of the said documents submitted earlier or on the basis of the amended documents.
- 7.6 CRWC may recognize changes in Power of Attorney and related documents mentioned in sub-para 7.1 after obtaining proper legal advice, cost of which will be chargeable to the tenderer/contractor.

## **8. STUDY OF LOCAL CONDITIONS**

The tenderer is advised in his own interest to visit the site of the work and acquaint him with all local conditions, means of access to the work, nature of work etc.

## **9. VALIDITY OF OFFER**

9.1 The tenderer will be required to keep the offer open for a period of 90 (Ninety) days from the date of opening of tenders. It shall be understood that the tender documents have been downloaded by the tenderer and the tenderer is permitted to tender in consideration of the stipulation that after submitting his tender, he will not rescind from his offer or modify the terms and conditions thereof in any manner that is not acceptable to CRWC. If the tenderer fails to observe or comply with the said stipulation, the amount of earnest money shall be liable to be forfeited by CRWC.

## **10. ACCEPTANCE OF TENDER**

- 10.1 When the quotes of qualified bidders are same, the following criteria may be adopted for further evaluation.
- (a) The Financial turnover of the company/firm for the last three Financial Year as per audited report. Based upon the three years, average turnover will be calculated, and Company/firm with higher turnover will be declared the successful bidder.
  - (b) In case two or more company/firm having same/similar turnover preference will be given to agencies who are Licensed under The Private Security Agencies Regulation Act, 2005 in more than 3 states. Agency meeting this criteria will be declared the successful bidder.
  - (c) **In case more than one agency has the same average turnover as given para (a) and are registered in more than 3 states under The Private Security Agencies Regulation Act, 2005 then the agency having proof of fire fighting trained personnel from Govt. approved Institution/body/deptt criteria will be declared the successful bidder. The decision of the Managing Director, CRWC, New Delhi shall be final and binding on the tenderers. No representation shall be entertained on this account.**



- 10.2 The authority for acceptance of the tender documents and tendered rates will rest with the Competent Authority of Central Railside Warehouse Company Limited, New Delhi, who does not bind himself to accept the lowest or any other tender, nor does he undertake to assign reasons for his decision in this matter.
- 10.3 Acceptance of tendered rates will be communicated by e-mail/ Express Letter or Formal Acceptance of tender. In case where acceptance is indicated by e mail or Express Letter, the Formal Acceptance of tender will be forwarded to the contractor as soon as possible, but the e mail or Express Letter should be deemed to conclude the contract.**
- 10.4 The tender documents in which tender are submitted by a tenderer shall become the property of CRWC and CRWC shall have no obligation to return the same to the tenderer(s).
- 10.5 Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.
- 10.6 On acceptance of the tender, the name of accredited representative(s) of the tenderer who would be responsible for taking instructions from CRWC shall be communicated to CRWC within two working days.
- 10.7 If tenderer deliberately gives wrong information or conceals any Information/facts in his tender, which shall be favourable for acceptance of his tender fraudulently, then CRWC reserve the right to reject such tender at any stage of execution without any financial liability.

**The earnest money of such tenderer will be forfeited.**

## **11 EXECUTION OF CONTRACT DOCUMENT**

- 11.1 The tenderer whose tender is accepted shall be required to appear at the office of the Dy.GENERAL MANAGER, Central Railside Warehouse Company Ltd, Ground Floor, Pragati Maidan Metro Station Building, New Delhi-110001 in person or, if the tenderer is a Firm, Company or a Corporation, a duly authorised representative shall so appear and execute the contract documents/agreement **as per Annexure-D** on a non-judicial stamp paper of Rs.100/- within Seven days of the date of issue of award letter from the CRWC's office and start the work within 14 days of the execution of contract/agreement documents or the date communicated by CRWC Ltd lateron. Failure to do so shall constitute a breach of the contract concluded by the acceptance of the tender and EMD of such tenderer will be forfeited.
- 11.2 The tenderer shall treat the contents of the tender documents as private and confidential.

**12. POSTAL ADDRESS FOR COMMUNICATION**

Every tenderer shall state in the tender his postal address/ e mail address fully and clearly. Any communication sent to the tenderer by post at his said address/ e mail address shall be deemed to have reached the tenderer in time.

**13. TENDERS THROUGH WEBSITE OF CRWC**

The bidders who are downloading the tender document from the Tender Wizard website [www.tenderwizard.com/CRWC](http://www.tenderwizard.com/CRWC), CRWC's website [www.crwc.in](http://www.crwc.in) and CWC's website [www.cewacor.nic.in](http://www.cewacor.nic.in) and willing to participate in this tender must comply with the terms and conditions mentioned in the tender document and **any changes / modifications made in the tender document will be liable for rejection.**

Tenderer may download the tender document from the website and **same after due completion in all respect, may submit online as specifies in NIT alongwith cost of Tender Form, EMD & Processing fee.** In case of non-submission of the cost of the tender document, EMD & Processing fee, the tender shall be liable for rejection.

The tenderer has to indemnify CRWC for any losses accrued due to alteration / modification made in the tender terms and conditions.

If at any stage, change/ modification is noticed in the tender document, tenderer will abide by the original terms and conditions of the tender, failing which, CRWC reserves the right to reject the tender and / or terminate the contract.

## CHAPTER II

### TERMS AND CONDITIONS OF CONTRACT FOR PROVIDING SECURITY AND INCIDENTAL SERVICES at Railside Warehouse Complex (Hereinafter referred as RWC) of Central Railside Warehouse Company Limited (Hereinafter referred as CRWC) at MYSORE .

#### 1. SCOPE OF THE WORK

The agency will be required to provide complete security solution for CRWC's RWC, Mysore, Karnataka by deploying required number of security personal which would mainly comprise of the following:

- (i) The agency will provide round-the-clock security arrangements (in three shifts) at the premises of RWC, Mysore in the state of Karnataka.
- (ii) The agency will take control of the fire fighting system within the said premises and strictly maintain the roster/duty deployment/attendance duly signed by the Security Personnel deployed at terminal.
- (iii) The agency will ensure smooth traffic flow and control the movement of the vehicular traffic and allow only authorised persons/vehicles to enter the premises of RWC after verification of identity and maintain the record of their inward/outward movement.
- (iv) **The agency will undertake any other work incidental to security system including opening/ closing of office/sheds and specifically assigned by the Terminal Manager/CRWC.**

#### 2. DURATION OF THE CONTRACT

- (i) This contract will be valid for a period of two years from the date of award of the contract or the date as specified by CRWC on which work of Security is actually taken over under the Contract.
- (ii) CRWC at its sole discretion may, within three months prior to expiry of initial term, extend the contract for such a further period up to THREE MONTHS on the existing rates, terms and conditions of contract.
- (iii) In case the agency is not inclined for any extension, the agency will be required to give notice of three months in advance before the completion of the contract period otherwise decision of the company under 2 (ii) above shall be binding on the agency.
- (iv) CRWC reserves the right to terminate the contract by giving not less than 15 days notice on the ground of unsatisfactory performance or violation of any contract provision referred hereunder.

### 3. PAYMENTS

1. The contractor shall be required to submit pre-receipted bill/claim before 7<sup>th</sup> day of the succeeding month along with proof of disbursement of wages with full details viz Basic rate, VDA, HRA, other allowances, and statutory deductions etc. duly verified by the authorised representative of CRWC. Proof of deposit of PF (Employee-Employer share), ESI and Service Tax etc *along with details of amount deposited in respect of each security personnel with concerned authority, in prescribed time limit without any delay quoting respective PF Registration No. of each security personnel against whom the amount deposited under due acknowledgement*, for the previous month and proof of other payments in respect of each category of Security personnel/name wise be submitted to the Terminal Manager who will verify the same with duty roster and other documents maintained for the purpose.
2. Payment will be made through e-payment system by the CRWC on submission of bills through Terminal Manager for which following details shall be provided by the Security Service Provider immediately after commencing the contract for e-payment.
  - (a) Bank Account No.
  - (b) Name/ Address of the bank
  - (c) IFSC code of the bank (for RTGS)
3. The Security Service Provider will be paid consolidated/ lump sum rate as quoted by them for each category of Security Personnel under **Annexure A-1** towards their actual deployment during the currency of the entire contract period.
4. Service tax and other Government levies, if any applicable, on consolidated/ lump sum rate. The Income Tax at the rate as applicable from time to time under provision of the Income Tax Act or any modified/ revised version thereof, shall be deducted at source from the admitted bills/ invoices of the Security Service Provider. However, in case the Security Service Provider is granted exemption from the deduction of Income Tax at source or granted certificate for the deduction of Income Tax at lower rate, then he is required to produce a certificate from the Income Tax Authorities indicating clearly that no Tax at source or Tax at lower rate, as the case may be, be deducted from the Security Service Provider against the said contract. Such a certificate shall have to be obtained at the commencement of each Financial Year. The amount of TDS shall be deposited in the account of Income Tax Department and TDS certificate shall be issued as per rules of Income Tax Act 1961.
5. CRWC shall not be liable for payment of any interest on any bill outstanding for payment for any reason, whatsoever.

#### 4. LIABILITY

1. The Security Agency will make the payment of wages to its Security Personnel deployed at the RWC premises at Mysore-Karnataka as per the minimum wage structure circulated by the Central Government from time to time by strictly following other statutory obligations under various labour laws.
2. The Agency shall accept full and exclusive liability for disbursement of wages to its personnel deployed for the security of above said premises, their provident fund, ESI deposits etc. as applicable under law and make such payments as soon as it becomes payable; by way of cheque/ bank transfer in the bank Account of the individual personnel deployed by them.
3. The agency shall submit satisfactory proof of disbursement of wages and bonus/ gratuity as per Act,etc; to CRWC; failing which reimbursement to this account will be withheld and it will be taken as non-compliance on the part of the agency.
4. The agency is required to provide surprise security check along with terminal manager as and when required and sufficient proof about the physical presence of security personnel on duty vis-à-vis their identity/ attendance etc.
5. The agency is required to provide adequate proof of leave reserves and on account of failure to do so, the payment of overtime will be solely borne by the agency. CRWC will have right to refrain from frequent deployment of security personnel on overtime system and it shall be resorted in rarest circumstances with due knowledge of Terminal Manager.

#### 5. DEPLOYMENT

- i. The agency may deploy security personnel for **3 (THREE)** number of posts at RWC,Mysore as identified by CRWC as per **Annexure-B. In addition to this, agency shall deploy 1 (ONE) security supervisor who shall necessarily be Ex-serviceman only and responsible for control and supervision of all the security personnel deployed by the agency at RWC, Mysore.** However, CRWC reserves the right to review the deployment periodically and amend number of posts which may involve increase or decrease in the number of posts for such deployments. In case of intermittent amendment made by CRWC in number of posts and notified to the agency, the amended number of posts will be treated as an integral part of this contract, and the earlier number of posts will be deemed to have been annulled from such date of new notification. **The agency should also make adhoc deployment for security need arising on short notice and payment for such deployment will be made on the basis of rate per guard per day in reference to the calendar month of such deployment.**
- ii. The agency shall ensure that all its personnel deputed at RWC's premises are of sound character and proven integrity and are competent and qualified to carry out the duties assigned to them. If felt necessary, police verification may be got done by the Agency **for the personnel deployed for the security of above said premises of CRWC with the approval of Terminal Manager.**

#### 6. OTHERS

- (i) In order to execute the scope of the work and the quantum of work arising out of the express and implied condition of this contract, the Agency will be responsible to arrange their own employees/workers, material, equipments etc., in adequate numbers and/or quantities so as to

ensure efficient and effective accomplishment of work within the required time period.

- (ii) All the Security personnel employed by the Agency shall be engaged by him as his own employees/workmen in all respect implied or expressed. The Agency shall be responsible against any liabilities of accident, partial or full disability, death etc. The Agency shall keep CRWC indemnified against liabilities arising out of the contract on this account.
- (iii) The Agency shall be solely responsible for compliance of all applicable labour laws and the statutory provisions enshrined therein; and the Agency shall specifically ensure compliance of all such various laws, Acts, including but not limited to following Acts:-
  - a. Contract Labour (Regulation & Abolition) Act 1970 and Rules made there under.
  - b. The Employees (Provident Fund & Miscellaneous Provisions ) Act 1952
  - c. The Employees State Insurance Act 1948 wherever applicable; in case ESI Act is not applicable The Workmen Compensation Act 1923 and Maternity Benefit Act 1961 will be applicable.
  - d. The Minimum Wages Act, 1948
  - e. The Payment of Bonus Act, 1965
  - f. The Payment of Gratuity Act, 1972
  - g. The Payment of Wages Act, 1936
  - h. The Private Security Agencies (Regulation) Act, 2005.

The Agency shall maintain all Registers and records, file the returns, display notices as required under the provisions and rules of various applicable labour laws.

- (iv) Apart from the indemnity provided to the Principal Employer under the various labour laws, the Agency shall fully indemnify CRWC against all the payments, claims and liabilities whatsoever incidentally arising out of or for compliance with or endorsement of the provisions of any labour laws or other laws to the extent to their applicability to the establishment/work in CRWC.
- (v) Agency will conduct a survey of Security System at RWC's above said premises and provide advice to CRWC to make the security system robust and sound. Any lapse in the security should be immediately informed to the CRWC's officials for ensuring appropriate measures in this regard.
- (vi) The agency will ensure that all deployed security personnel are well trained and capable of undertaking fire fighting activity. The agency shall also organize mock drill for the security persons every quarter.
- (vii) The Agency shall ensure that the Security Personnel deployed shall at all time of their duty wear prescribed uniform of the Agency with proper Photo Identity Card, name tab, baton, whistle etc.
- (viii) The Agency shall ensure that Security personnel do not take any alcohol or intoxicants and smoke during the duty hours. CRWC shall have the right to object and require the Agency to remove forthwith from the premises any personnel employed by him, if in the opinion of CRWC such person's conduct is not commensurate with the requirements, discipline, decorum and decency of CRWC and/or the person's presence is not desirable due to lack of proper performance of the assigned duties & discipline.
- (ix) The Agency shall make compulsory security review every 15 days (twice in a month) and ensure that their Guards are well equipped and RWC's premises are fully secured. For this purpose Agency should take note of Lighting of all posts and sensitive points, Watch Towers, and communications facilities.
- (x) The successful Agency shall not sublet, transfer or assign the lease or any part thereof without the previous written approval of CRWC. In case the contractor contravenes this condition,

CRWC shall be entitled to place the contract elsewhere at the cost and risk of contractor and all expenses borne on this account shall be recovered from him.

7. **SECURITY DEPOSIT**

- (i) The successful tenderer shall furnish a security deposit of Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand only). The Security Deposit shall be submitted in the form of **Bank Guarantee/Demand Draft/ Pay Order** of State Bank of India/any other Schedule Bank in favour of CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED and payable at New Delhi.
- (ii) The successful tenderer may have the option for adjusting the EMD amount against the Security Deposit required to be made with CRWC by depositing the balance amount of it and furnishing written request on this account. If the successful tenderer fails to furnish the security deposit within 7 days after issue of award letter, his EMD shall be forfeited unless time extension on demand is granted by the CRWC.
- (iii) CRWC shall be entitled to appropriate the whole or part of the security deposit in the circumstances hereinafter provided without prejudice to any other remedy or right. CRWC shall be entitled to recover any loss or damage that CRWC may suffer or sustain by reason of the failure of the Agency to observe and in performance of the terms and conditions of this contract from the amount of the security deposit, and in the event of any balance remaining due to CRWC, the Agency shall forthwith pay the same. In the event of any such deduction being made from the security deposit, the agency shall at once make good the deficiency in the amount of the security deposit within 15 days of the date of demand to this effect, failing which CRWC shall deduct the same from the amounts due to the agency.
- (iv) The security deposit referred to above shall be appropriated by CRWC in the event of any breach on the part of the agency of any of the terms and conditions of this contract without prejudice to CRWC's right to rescind the contract and other rights and remedies warranted by Law.
- (v) The security deposit shall, subject to any deduction that may be made there from, be returned to the agency on production of no demand certificate of the terminal manager and satisfying all terms and conditions of the contract.
- (vi) No interest shall be paid on security deposit or any other amount withheld.

8. **PENALTIES**

- (i) For any default in the performance of any of the terms and conditions under this contract by the Agency, CRWC at the first instance may impose a penalty as deemed appropriate subject to a maximum of Rs. 5000/- on the Agency; and in multiple of additional amount subject to a maximum of Rs.2500/- for every subsequent default or non-performance.
- (ii) Depending upon the facts and circumstances. CRWC at its own discretion may decide to either impose the penalties as above or terminate the contract in addition to the recovery of loss suffered by the company, if any, which is caused due to negligence of the Agency.

9. **SAVINGS**

In event of any dispute arising out of execution of this contract or due to interpretation of any terms and conditions, the matter may be referred to the Dy.GENERAL MANAGER of CRWC whose decision shall be final and binding.

**10. ARBITRATION**

All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever (except as to any matter the decision of which is expressly provided for in the contract) shall be referred to the sole arbitrator or any person appointed by the Managing Director, Central Railside Warehouse Company Ltd New Delhi. It will be no objection to any such appointment that the person appointed is an employee of the company/CRWC that he had to deal with the matters to which the contract related and that in the course of his duties as such employee of the company/CRWC he had expressed views on all or any of the matter in dispute or difference. The award of such arbitrator shall be final and binding on the parties to this contract. It is term of this contract that in the event of such Arbitration to whom the matter is originally referred being transferred, or vacating his office or being unable to act for any reason the Central Railside Warehouse Company Ltd at the time of such transfer, vacation of office or inability to act shall appoint another person to act as Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director, Central Railside Warehouse Company Ltd, New Delhi as aforesaid should act as Arbitrator and if for any reason that is not possible the matter is not to be referred to arbitration at all. The Arbitrator shall give reason for his award.

Provided further that any demand for arbitration in respect of any claim (s) of the contractors under the contract shall be in writing and made within one year of the date of termination or completion (expiry of the period) of the contract and where this provision is not complied with the claim (s) of the contractor shall be deemed to have been waived and absolutely barred and the company/CRWC shall be discharged and released of liabilities under the contract.

The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

The Arbitral proceeding in respect of dispute shall commence of the date on which the Arbitrator call upon the parties to file their claim and defence statement.

The work under the contract, if reasonable possible continue during the arbitration proceeding and no payment due or payable to the Contractor shall be withheld on account of such proceeding.

The cost of arbitration shall be borne by parties as per the decision of the Arbitrator.

The Arbitrator shall give separate award in respect of each dispute of difference referred to him.

Subject as aforesaid the Arbitration & Conciliation Act 1996 shall apply to the Arbitration proceedings under this clause.

All disputes will be subject to jurisdiction of Courts at Delhi.

**Dy. GENERAL MANAGER ,  
CO, CRWC, NEW DELHI.**

All terms and conditions listed from para 1 to 10 along with all sub paras read carefully, understood and accepted.

**Signature of the Bidder with  
full name & address and seal**



**Annexure – A**

(On the letter head of the Security Agency)

To

**Dy. GENERAL MANAGER**

Central Railside Warehouse Company Limited,  
Ground Floor, Pragati Maidan Metro Station Building,  
New Delhi - 110001

**Sub: Security Contract for RWC of Central Railside Warehouse Company Limited at Mysore, Karnataka**

**Ref: Your NIT No. CRWC-II/RWC-Mysore/Security Tender/17-18/598**

**Dated: 07.06.2017**

Dear Sir,

1. We quote our rate for various security personnel as per the details specified in Annexure-A-1, for the total reimbursement of bill by CRWC. These rates shall be inclusive of all except service tax which shall be extra as per applicable rate from time to time.

2. EMD amount of Rs.50,000/- has been paid online through RTGS/NEFT /DD mode on.....

3. It is certified that we have PF Code No. .... with RPFC..... and ESI Code No.....with Regional ESIC Office at ..... AND **Service Tax Registration No.....**

4. It is further certified that we have also obtained license No..... dated under Private Security Agencies Regularisation Act, 2005 (PSARA) for the state of Karnataka or applied for the same under due acknowledgement (copy enclosed). **We will produce licence or satisfactory document in otherwise situation from the concerned authority at the time of opening of price bid**

5. **We are having PAN .....and service tax Registration/ code no.**

This quote is valid for a period of 90 days from the date of opening of tender.

Thanking you,

For & on behalf of..... (Name of the Agency)

Authorised Signatory

Designation

Seal of the Agency

Place:.....

Dated.....

Full Address, E-mail Address & Phone Number

(If not given on the letter head)

**Annexure-A-1****Format of Tender Document (Financial Bid) for Security Personnel:**

1. Name and address and telephone No. of :  
of the Bidder/tenderer
2. Permanent Account No. (PAN) :
3. Name and address of the Proprietor :  
/Partners/Directors and their PAN
4. Rate Chart per Guard (Exclusive of :  
Service Tax)

S.no	Description	Consolidated / lump sum rate per Month	
		In figure (Rs.)	In words (Rupees)
1.	Civilian Security Guard (Unarmed)		
2.	Security Supervisor (Ex. Serviceman only)		

## Note-

1. Rate shall be per head on consolidated/lump sum and monthly basis, inclusive of all salary with full wage component , overtime, insurance, bonus gratuity, medical facilities, provident fund, ESI scheme, weekly off/holiday, etc. in conformation to all labour laws requirement.
2. The strength shown in the tender document at Annexure- B is indicative as per present requirement and reduction in strength by CRWC at any given circumstances/moment shall not make the agency entitled for increase in rate quoted here above.
3. Rates shall be inclusive of all as mentioned elsewhere in the tender documents and also agency service charges etc. Nothing extra shall be payable thereon.
4. Service Tax as per rules/applicable rate shall be extra.

Date:

Place:

Stamp / seal of the bidder/tenderer

Name and Signature of Authorised

Signatory

**ANNEXURE – ‘B’**

(Note: this is only illustrative &amp; can be modified)

SHIFTS/ POSTS	General Shift	A – Shifts	B – Shifts	C - Shifts
		0600 hrs – 1400 hrs	1400 hrs – 2200 hrs	2200 hrs – 0600 hrs
Railside Warehouse Complex (RWC) – .....	Number	1 No. Guards	1 No. Guards	1 No. Guards
Security Supervisor (Ex- Serviceman only)	01 (on all working days) (09;00 to 17;30 hrs)at RWC, Mysore	-----	-----	-----

**Note:- Copy of registration from respective District Soldier Board should be provided while claiming/ submitting monthly security bill for payment from CRWC as a token of confirmation that the engaged Security Supervisor is Ex-Servicemen.**

ANNEXURE – ‘C’TECHNICAL BID FOR HIRING OF SECURITY GUARDS( To be submitted in Technical Bid along with other documents )

1.	Name & address of the Tenderer Organization/ Agency with phone number, email and name and telephone / mobile number of contact person		
2.	Experience in the work of providing Security Services. Particular of experience (Attach certificate, testimonials). This shall cover the details of work of similar nature, approximate magnitude and duration carried out and / or on hand for at least 3 immediate <b>preceding</b> Financial Years along with a certificate from the agency where the job was carried out.		
	Name of Organization with complete address and telephone number to whom services provided	From To	Contracted amount Rs. Per month Reason for Termination
3.	Set-up of your Organization, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing the services a) Is the establishment registered with the Government; please give details with Document / evidence. b) Do you have labour licence please give details and enclose the copy thereof. c) Undertaking of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in CRWC		
4.	Are you covered by the labour Legislation such as, ESI, EPF, Gratuity etc.		Yes/No
5.	Please give EPF No. ESI Code: Gratuity Act Regn. No. (Attach copies)		
6.	Are you governed by minimum wages rules of the Govt. of India if yes, please give details.		Yes/ No
7.	Please attach copy of Income Tax return of last three years.		
8.	Please attach balance sheet of the company, duly certified by Chartered Accountant for last three financial years.		
9.	PAN (Please attach copy)		
10.	Trade Licence No. (Please attach copy)		
11.	Service Tax Registration (Please attach copy)		
12.	Please attach copy of latest Service Tax Return filed with the authority or copy of exemption letter, if any.		

13.	Acceptance of term & condition attached. Please sign each page of term and condition as specified in NIT as token of acceptance and submit as part of tender document.	Yes/No
14.	Power of Attorney / authorization for signing the bid documents.	
15.	Please submit an undertaking that no case is pending with the police against the Proprietor/firm/partner or the Company (agency). Indicate any conviction in the past against the Company/firm/partner.	
16.	Detail of payment of Rs.50,000/- towards bid security (EMD) and Rs. 1,000/- towards cost of tender documents online through RTGS/NEFT.	
17	Valid labour licence issued by Regional Labour Commissioner, Govt. of India Licence No. Date Authority issued	
18	Registered under small scale industrial undertaking and micro and small enterprises	Yes/No Please enclose copy of certificate of registration

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

**(Signature of Tenderer with seal)**

**Name:**

**Seal:**

**Address:**

**Phone No. (O):**

**Date**

ANNEXURE-D

**Central Railside Warehouse Company Limited**  
(A Govt. of India Enterprise)

AGREEMENTDate of Execution- .....Place of Execution- New Delhi

This Agreement is executed between Central Railside Warehouse Company Limited, New Delhi, a Company registered under the Companies Act 1956 having its Corporate Office at Ground Floor, Pragati Maidan Metro Station Building, New Delhi-110001 (hereinafter referred to as “Company” of the First Part).

AND

M/s .....(the contractor with the complete address) (hereinafter called the “Contractor” which expression shall mean and include their/his legal heirs successors, administration and assigns) of the Second Part.

**Whereas the Central Railside Warehouse Company Ltd. Corporate Office, New Delhi, has agreed to grant the contract of Service Provider (Security Services) for its RWC, at Mysore- Karnataka in response to the submission of online tender No. **CRWC-II/RWC-Mysore/Security Tender /17-18/598** Dated: **07.06.2017** by me/us on ..... to the Dy. GENERAL MANAGER CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED, Ground Floor, Pragati Maidan Metro Station Building, New Delhi-110001 and the contractor has accepted the terms and conditions described in the award/tender document (which shall be implicit part of this agreement). I/We..... , am/are executing this agreement on ..... and hereby confirm that I/We have thoroughly examined and understood the terms and conditions of the invitation of tender bearing no. CRWC-II/RWC-Mysore/Security Tender/17-18/598 dated **07.06.2017** by Dy.GENERAL MANAGER, CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED, Ground Floor, Pragati Maidan Metro Station Building, New Delhi-110001, for appointment of Security Service Provider for providing round the clock security services at its RWC situated at Mysore in the state of Karnataka. I/We am/are willingly undertaking the said work consequent on the approval of the tender given to me/us vide letter No.....dt..... by the Central Railside Warehouse Company Ltd., New Delhi at the rates mentioned in the schedule as annexed hereto which forms part of this agreement, and as per terms and conditions of the tender.**

Now this agreement witnessed as under:-

- 1) The terms “Company” or Central Railside Warehouse Company Limited, New Delhi-110001, wherever occurs shall mean the Central Railside Warehouse Company Limited, established under Indian Companies Act, 1956, and shall include its administrators, successors and assigns. It will also be called CRWC Ltd.
- 2) “M.D.” Shall mean the Managing Director/Authorised Officer of the Company.
- 3) “General Manager” shall mean the General Manager, Central Railside Warehouse Company Limited, Corporate Office, New Delhi.

- 4) Dy. General Manager shall mean the Deputy. General Manager, Central Railside Warehouse Company Ltd, New Delhi.
- 5) Manager shall mean the Manager, Central Railside Warehouse Company Ltd, New Delhi.
- 6) Terminal Manager, RWC shall mean the Terminal Manger RWC, Mysore, Central Railside Warehouse Company Limited.
- 7) The Terminal Manager shall mean the in charge of the concerned Railside Warehousing Complex.
- 8) The Officer in charge shall mean the person appointed-authorized by the MD/Authorised Officer, Central Railside Warehouse Company Limited, New Delhi.
- 9) The term “Contract” shall mean and include the terms & conditions as may be added to it.
- 10) The term “Contractor” shall mean and include the person, firm or a body incorporate with whom contract has been placed including their legal heirs, executor administrators, successors and their permitted assigns as the case may be.
- 11) The “Contract Agreement” shall mean this agreement and all other related documents between Company and the contractor for providing the security services herein mentioned.
- 12) The shift shall mean 8 hours continuous security work at prescribed location and at prescribed hours by security personnel.

**Part-1**

**General Terms and Conditions**

- 1) The contract rates shall include for any incidental & contingent work, although not specifically mentioned in the contract but necessary for its completion in an efficient and workman like manner.
- 2) The rates quoted category-wise and agreed herein shall be lump-sum monthly rate including all liabilities on security personnel towards salary, gratuity, overtime, insurance, bonus, medical facilities provident fund, ESI scheme, weekly off/holidays etc., as per the statutory obligation.
- 3) All the persons engaged by the contractor shall be on his pay roll and be paid by him and Company will have no liability whatsoever, in this regard. The contractor shall make regular and full payment of wages and salaries etc., to the persons engaged by him as required under law and submit one copy of the payment sheet register to the Company as a proof thereof for its record.
- 4) The period of Contract shall be initially for a period of two years, from the date of issue of letter of intent or such a later date, as may be decided by the Company and shall be extendable for such a further period up to three months as may be decided at the sole discretion of the Company within three month prior

to expiry of contract and as per existing rates, terms and conditions of the agreement. Neither any part of the contract nor any share thereof shall be sublet by the service provider (contractor) under any circumstances directly or indirectly to any Person(s), agency (ies)/firms(s)/ Company (ies) whatsoever.

- 5) The contractor shall not deploy the security guards in such a regular manner which shall affect the performance of security guards and it becomes a security hazard to the RWC's premises and proves to be detrimental to the interest of the Company.
- 6) The contractor employing more than 20 (twenty) workmen on any day of the preceding 12 months of the contract as contract labour shall obtain requisite license at his cost from the appropriate authority before undertaking the contract work.
- 7) The contractor shall exclusively be liable for non-compliance of the provisions of any Act, Laws, rules and regulation having bearing over engagement of worker directly or indirectly for execution of work and the contractor hereby undertake to indemnify the Company against all actions, suits, proceeding claims, damages etc. which may arise under minimum wages Act, Family Pension & Deposit linked Insurance Scheme, Contract Labour (Regulation and Abolition Act) or any other Existing Act or Statutes not herein specifically mentioned but having direct or indirect application for persons engaged under this contract.
- 8) During the currency of contract, the Company shall have the right to direct the Service Provider (Security Agency) to increase or decrease the number of security personnel as per requirement for the proper and adequate execution of requisite jobs of security at any given point of time and contractor shall be bound to follow it up.
- 9) In case of any default for more than three days in respect of supply of security personnel, in accordance with the requirement specified by the MD/Authorised Officer, CRWC Ltd., will have right to engage the required number of security personnel from other sources at the risk and cost of the contractor or/and to terminate the contract and forfeit his security deposit etc.
- 10) The Company, in its sole judgement may terminate his contract by giving one month notice without assigning any reason thereof and the contractor and his security personal shall vacate the area of operations for the purpose on the expiry of such period by obtaining "**No Demand Certificate**" from the terminal manager. In the event of such termination of the contract, the security deposit shall be refunded if other obligations under the contracts are satisfied by the agency.
- 11) The refund of security deposit would be subject to deduction of any dues, penalties, other recoveries etc. of CRWC Ltd.
- 12) The contractor shall maintain security register/gate register and attendance register of all the personal employed by him and produce them for inspection, whenever required by officer of the Company. A change or removal of the security personal shall be immediately brought to the knowledge of officials concerned of the Company.



- 13) The contractor shall obtain the license at his own cost, as when required under the existing law/Act or any future enactment by State Govt./Union Govt. for performance of work under this contract and also ensure that the license and other statutory requirement for this purpose are kept valid during the currency of this contract. The contractor shall be bound by the provision of all labours laws that are applicable to him and fulfil all obligations arising there under from time to time. Breach of Act in this regard shall be liable for penalty, which shall be decided by the Company at its sole discretion.
- 14) The contractor shall submit periodical returns to the prescribed Authorities under the labour law within the period prescribed by the State/Central Govt., the contractor shall also ensure disbursement of the wages of his personal regularly on or before fixed dates and submit proof of payment of wages with full details of the component thereof, to the Company.
- 15) The contractor shall indemnify the Company from all or any legal implication or consequences/that may arise out of misconduct of its security personal. The decision of the Company in the regard shall be final and binding.
- 16) The contractor shall render services for the establishment and the premises on a round the clock basis for the entire period of the contract without any interruption of whatsoever nature. All liability towards overtime or extra payment for a **person** engaged for more than normal working hours shall be of the contractor. The actual number of personal and actual hours worked by individuals shall be duly certified by the authorized officer in charge.
- 17) At the appointed date, place and hour the contractor shall make available persons to be engaged (along with safety equipment/other allied equipment like torches, lathies etc., to be provided by the contractor to them at his cost) before the MD/Authorised Officer CRWC Ltd./ Terminal Manager-RWC, or his authorized representative. They shall also conduct surprise visits at any time during day or night at the duty spots in the premises to ensure attendance and alertness of the security personnel. In case of incidents of absence of personal on duty, a penalty of Rs.500/- only per 8 hrs per person shall be levied on the contractor which will be deducted from his monthly bills and the decision of the Company in this regard shall be final and binding on the contractor.
- 18) The security contractor shall arrange for daily checking of the guard deployed for duty by their security officer/supervisor at night and days as frequently as possible besides the checks as per directions of MD/Authorised Officer CRWC Ltd./Terminal Manager-RWCs, or **their authorised representative and arrange for intelligence services with at times of** apprehended trouble and render free liaison services with the authorities concerned. The contractor shall also arrange overall supervision by their security officer/supervisors at day and night. In order to ensure that the security personnel engaged for the purpose are performing their duties properly, efficiently, honestly and in a disciplined manner. The security agency shall also ensure proper and documented handing/taking over charge between the security guards on change of each shift.
- 19) **Nothing under the contract of deployment or private security personnel confer any right or lien on the personnel supplied by the security contractor to claim any direct employment under the Company or to be**

**treated at any time as an employee of Company. All administrative and financial responsibility/ liabilities including those arising out of any Acts/Rules framed/to be framed by Central/State Govts. or any other administrative notification of competent authority shall be borne by the contractor.**

- 20) The requirement of security personal (Security Supervisor and Security Guard) as shown is tentative only and payment will be made on actual number of person deployed from the time to time and Company shall be obliged to do so. The Company shall have the right to direct the contractor to increase the number of duty point during the pendency of the contract due to changed requirement.
- 21) The contractor shall give complete report of the preceding day **to** the MD/Authorised Officer CRWC Ltd., Terminal Manager RWC's, or their representative on every morning at 10.00 a.m., or as directed by him **from** time to time, including the names of the personal deployed in each shift/point and any other information required of important events at each point, surprise checks conducted by his security officer or the MD/Authorised Officer CRWC Ltd, Terminal Manager RWC's OR their representative.
- 22) The security contractor shall deploy security guards and supervisor on the basis of 08 hrs shift and their weekly off shall be allowed to them as per the Statutory provisions without any extra cost to company. During the weekly off to the guards deployed, relief guard shall be provided, (no separate remuneration shall be payable by the Company for such relief guard as the rates agreed to shall be inclusive of payment to such relief guard).
- 23) All payment made during the contracts shall be on Account Payment only. The final payment will be made on fulfilment by the contractor of all his liabilities under this contract.
- 24) Payment shall be made as rate quoted and accepted by CRWC as per award and shall be considered as per calendar month for calculation of the wages in case of failure to supply the services on any working day/hour of the month OR part supply during the month. The contractor may submit invoices/ bills signed and certified by concerned Terminal Manager RWC's and complete in all respect with necessary documentation to the Company on **1<sup>st</sup> working day of every month**. There shall be only consolidated invoice in a month containing all the claims. Payment will become due to payable by the Company within 30 days from date of requirement for passing the same by the Company. The running account bills shall relate to the preceding month for payment by the Company. All payment will be made by "account payee" Cheque only/Electronic Transfer.
- 25) Income tax and other statutory deductions shall be deducted from contractors Monthly bill/bills. Necessary Income Tax deduction certificate shall be issued to the contractor.
- 26) For non fulfilment of any obligation under the contract, **the Company reserves the right to withhold the payment due to the contractor in part or full till such period as** the Company may consider necessary for smooth working and make such payments to the contractor only after fulfilment of obligations.

**Part-2**  
**Specific Condition**

- 1) The contractor shall engage experienced smart well disciplined, intelligent and hard working security guards only (**in the age group of 21-45**) with good health, sound mind trained in first aid and fire fighting with minimum Educational **qualification of 10<sup>th</sup> standard** pass who can read Hindi/English for guarding the material/property and strict vigilance etc. in the Company's specified premises on round the clock basis. The security supervisor should necessarily be an Ex-serviceman only with the above requisite qualification but with at least 10<sup>th</sup> Class pass. The contractor has to present the documentary proof regarding the security supervisor being an Ex-serviceman to the satisfaction of the Terminal Manager/ authorised officer of CRWC. **The security supervisor will report to the terminal manager or the authorised designated officer daily and he will invariably apprise the safety and security issues of the RWC premises with the terminal manager by holding weekly meeting. These security personals shall be deployed with the approval of the Terminal Manager and with clearance from local police.**
- 2) The scope of security job includes security and safety of all moveable and immovable assets of the company and its employees, godowns, open area, cargo etc., facilitating opening/closing of office/ sheds, controlling/parking of vehicles, guarding the entries/exits of cargo/equipments, regulating and recording in registers, the movement of the vehicles, officials, official visitors, escorting them to reception, to check incoming/outgoing goods, property/vehicle against proper gate passes/permission, noting gate passes numbers, in the registers, to take care of materials, furniture, telephone instruments and other office equipments etc., on the basis of place wise inventory to detect and report anti company activities and undesirable characters engaged in pilferage, sabotage of various fittings, fixtures including sanitary fittings, to investigate wherever asked for various cases of theft and prejudicial to the company interest; to attain safety requirements like installation/replenishment of fire fighting equipment & opening/closing/locking of doors, windows, and rooms of office building of the godowns/containers gate as and when required to take care of vehicle of the company its employees and visitors to ensure judicious use of electricity while not in use attend to telephone calls, manage reception of visitors and convey message whenever required and liasoning with police authorities in case of emergency and any additional assignment given by the MD/Authorised Officer CRWC Ltd./Terminal Manager RWC's, or any officer acting on his behalf pertaining the safety and security of property and premises.
- 3) The company shall have the power to issue necessary instructions concerning discipline, decorum, work performance; person engaged shall comply with all such instructions strictly. It shall be the duty of the contractor to provide personal supervision and direction to his employees/workmen for the performance of work undertaken under the contract to ensure that all instructions given by the MD/Authorised Officer CRWC Ltd./Terminal Manager RWC's, are strictly complied with. **The contractor shall also submit**

**a detailed report on security issues to the terminal manager on quarterly basis without fail.**

- 4) The contractor shall ensure that the personal employed by him are the persons of high integrity. Their bio-data/credentials should be got verified with reference to pending police case, if any, before appointment. In case of any doubt about the integrity behaviour or discipline of the personal of the contractor employed for the purpose of rendering this contract, the company shall have absolute right to direct the contractor to remove such person/persons from attending work at the premises of the Company and the contractor shall abide by such instructions immediately and in any case not later than 24 hours.
- 5) **The employees/personal of contractor shall wear proper / tidy uniform while on duty. It shall be the responsibility of the contractor to provide his personal at his own cost, necessary uniform, belts, caps, shoes, raincoat, torches cells, whistle, lathis and any other equipment for discharging their duties as required by Authorised Officer CRWC Ltd./Terminal Manager, RWC's. All safety rules and regulations will be observed by the persons engaged under this contract. Non-observance of dress code will attract a penalty of Rs.100/- per instance.**
- 6) **The contractors shall issue identity card to each personal engaged for rendering the services under this contract and furnish the details of personal like name, permanent residential address, identity marks, age, signature, qualification etc. along with an attested photograph to the Company along with an attested copy of armed force services/discharge certificate wherever available and its original which will be returned after verification. The contractor shall furnish the list of all security personals engaged by them and to be kept on their role for providing security services under the contract which should invariably be equal to the strength required to be deployed in various shifts and any short fall therein should strictly be avoided by them failing which necessary action, as deemed fit, shall be taken against them besides imposing a penalty of Rs.500/- per head / day in case short fall continues beyond three days.**
- 7) The contract shall be directly and exclusively responsible for any liability arising due to any differences or disputes between him and his personal engaged. The contractor shall be responsible for settlement of any claim/dues in case of any property/personnel of any of the contractor's employee/personal sustaining injury or damages to any of the company. The contractor shall have to take necessary insurance cover for all his employee in this regard at his own cost.
- 8) **The contractor shall not be provided any residential accommodation at the work place(s), transportation to work place, the company shall have no other liability, whatsoever except expressly provided under the contract. However, in case accommodation is required the contractor shall be liable to pay for the same as per the rates to be decided by the Company.**
- 9) It should be understood and agreed that there is no employees master servant or principal agent relationship between the company and the contractor and the contractor has to render to the company services as an independent contractor.

- 10) The contractor shall only be responsible for any loss or theft or burglary or pilferage robbery/dacoity of any of the items/ properties/warehoused goods and other miscellaneous articles from the premises entrusted to them for security purpose, during the currency of contract and shall be liable to compensate such losses, on account of theft, burglary, pilferage, robbery, dacoity etc. the question whether the contractor is responsible for all losses will be assessed by the MD/Authorised Officer CRWC, Ltd Delhi. For these purpose, he will arrange to have an investigation conducted by deputing an officer from the CRWC Ltd., or himself personally and the decision arrived based on the investigation report will be binding on the contractor. The amount towards the value of goods as reported to the police/investigation agency in the FIR besides Railway/customs as well as storage charges accrued thereon shall be payable deducted from the monthly bill/ bills of the contractor. The decision of the MD/Authorised Officer CRWC Ltd, New Delhi/Terminal Manager, RWC's, shall be final and binding on the contractor in this regard.
- 11) The contractor shall undertake liaison with police and civil authorities and co-ordinate with other agencies if and wherever necessary for efficient discharge of their duties.
- 12) The contractor shall be responsible for the proper behaviour of the persons employed by him and exercise controls on them. He shall also be bound to prohibit and prevent his employees for taking any direct or indirect and/or support assist maintain or help any person engaged in any antisocial activities, demonstrations, riots or agitation which may, in any way be prejudicial to the interests of the company.
- 13) The contractor, at his cost shall provide and fix tell tale clocks in the RWC's, to be used by the guard on duty and arrange to record the timings and submit the details to the MD/Authorised Officer CRWC Ltd, / Terminal Manager RWC's, on day to day basis. The number and location of tell tale clocks shall be decided by the MD/Authorised Officer CRWC Ltd, Terminal Manager RWC's, on day to day basis.
- 14) As and when required by the MD/Authorised Officer CRWC Ltd, the contractor shall be required to replace the security guard who is instructed to be done under any circumstance, within 24 hours.
- 15) Any failure on the part of the contractor during the pendency of this contract any time to enforce the strict observance of the performance of any of the terms and conditions of this contract are non exercise of any right mentioned on the contractor shall not constitute a waiver of such terms and conditions or rights and shall not effect or deprive the company to exercise the same at any later date.
- 16) All disputes and difference arising out this contract or in any way touching or concerning this contract whatsoever shall be referred to the sole arbitration of the person appointed by the Managing Director/OR CRWC. There will be no objection to such appointment. The award of such arbitrator shall be final and binding on the parties to this contract.

IN WITNESS WHEREOF the parties have executed this agreement on the date month and year first above written.

Signed and delivered

Signature

(Name-----)

Address: Ground Floor,  
Pragati Maidan Metro Station Building,  
New Delhi-110001  
For and on behalf of CRWC Ltd.

Signature

(Name-----),

Address: .....  
.....  
.....  
For and on behalf of Contractor  
Authorised Signatory

**Witness**

1) (Signature)

Name.....

Address.....

2) (Signature)

Name.....

Address.....

1) (Signature)

Name.....

Address.....

2) (Signature)

Name.....

Address.....

**Appendix-E**

**Format for non-blacklisting certificate:**

(To be submitted signed and stamped by authorized person on the letter head of the bidder)

To

The **Dy. General Manager (L/O/M)**

Central Railside Warehouse Company Limited

New Delhi

**CERTIFICATE:**

This \_\_\_\_\_ is \_\_\_\_\_ to \_\_\_\_\_ certify \_\_\_\_\_ that  
\_\_\_\_\_ (tenderer) is/are not  
blacklisted by any Central/ State Govt., PSU or local self Govt, department and  
autonomous body during the last five (05) years from the date of NIT. There is no  
pendency of any court case in respect of our blacklisting and orders, if any passed.

(Sign & Stamp)

M/S \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Appendix-F****FORMAT OF BANK GUARANTEE BOND**

In consideration of the Central Railside Warehouse Company Ltd., New Delhi (hereinafter called the Company) having agreed to exempt M/s \_\_\_\_\_ [hereinafter called the said Second Party/ Licensee] from the demand, under terms and conditions of an agreement dated \_\_\_\_\_ made between \_\_\_\_\_ & \_\_\_\_\_ for \_\_\_\_\_ hereinafter called the said agreement for providing security services at the RWC facility by the Second Party(s) of the terms & conditions contained in the said agreement on production of Bank Guarantee of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) we, \_\_\_\_\_ (herein after referred to as "the Bank") at the request of \_\_\_\_\_ Second Party(s) do hereby undertake to pay the Company an amount of not exceeding Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) against any shortages or loss or damages caused to or suffered or could be caused to or suffered by the Company by reasons of any breach by the Second Party(s) of any of the terms and conditions contained in the said agreement during the facility under use of the Second Party(s).

1. We \_\_\_\_\_ (indicate the name of Bank) do hereby undertaken to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Company stating that the amount claimed is due by way of shortages or loss or damages caused to or would be caused to or suffered by the Company by reasons of breach by the said Second Party(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this agreement shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).
2. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Second Party(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Second Party(s) shall have no claim against us for making such payment.
3. We \_\_\_\_\_ (indicate the name of 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 should continue to be enforceable till all the dues of the Company under or by virtue of the said agreement has been fully paid & its claim satisfied or discharge or till \_\_\_\_\_ Company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Second Party(s) and accordingly discharged this Guarantee. Unless a demand or claim on this Guarantee is made on us in writing on or before \_\_\_\_\_ we shall be discharged from all liability under this Guarantee thereafter.
4. We \_\_\_\_\_ (indicate the name of Bank) further agree with the Company that the Company shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms



and conditions relating to the said agreement and shall not be relieved from our liability by reason of any such variation, or extension being granted to said Second Party(s) or for any forbearance, act or omission on the part of the Company any indulgence by the Company to the said Second Party(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.

5. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Second Party(s).
6. This Bank Guarantee will remain operative not only for the entire period of the contract but also for a minimum period of one year even after completion/ termination of the contract or till Company certified that the terms and conditions of the said agreement have been fully & properly carried out by the said Second Party(s) so as to satisfy the claims of the Company against the Second Party, if any, for the contract to which the Guarantee relates.
7. We \_\_\_\_\_ (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of Company in writing.

Date the \_\_\_\_\_ day of \_\_\_\_\_

For \_\_\_\_\_

(Indicate the name of Bank)