

SUB: LIMITED TENDER FOR 4 Nos. Ex. SERVICE MAN SECURITY FROM DGR REGISTERED AGENCY AT HUDCO REGIONAL OFFICE-REG.

Housing & Urban Development Corporation Ltd.(HUDCO), a Public Sector Enterprise of Government of India with its Registered office at HUDCO Bhawan, India Habitat Centre, Lodhi Road, New Delhi 110 003 and Regional Office at HUDCO Bhawan, 2nd floor, Ishwar Bhuvan Road, Navrangpura, Ahmedabad 380009, invites sealed quotations for providing **Four** numbers of EX. Service Man Security guards for 24x7 security at its Regional Office premises, mentioned above as per DGR norms.

The scope of work and terms & conditions applicable for submission of bids are as follows:-

I. Scope of 24x7 security of HUDCO office building and property.:

1. The Contractor shall be required to provide Four guard for security service in the Ahmedabad Regional office premises.
2. Designated number of security guard are to be employed on all working days in HUDCO Office on all days including Sundays and Holidays (24x7).
3. Contractor should be able to provide additional guard for security services with approved rates and terms and conditions as an when required by HUDCO

II. Terms and conditions for submitting the bid:

1. The sealed bid addressed to **Regional Chief, HUDCO, HUDCO Bhawan, 2nd Floor, Ishwar Bhuvan Road, Navrangpura, Ahmedabad-380009** should reach this office latest by 3.00PM on 03.10.2023 and the bids received after the stipulated date and time will be rejected. HUDCO Regional Office will not be responsible for any postal delay.
2. The bidder should adequate setup to provide security services.
3. The bidder should be GST registered and shall provide a proof of GST Registration Certificate. The bills raised for the services provided should be strictly in line with GST Act and should ensure compliance of all statutory provisions under GST law.
4. The bidder shall ensure the deposition of GST liability and filing Return as per the schedule dates and in case of any lapse on the part of bidder in regard to non uploading/incorrect uploading of invoice particulars on GST portal, in case of any non-allowance of GST input credit to HUDCO and interest or penalty, if any levied on HUDCO due to above, then same will be recovered from the supplier/service provider.

5. Proper measure should be taken care to pass on by way of reduction in pricing of contract, if any, due to changes in rate of GST and /or eligible ITC.
6. The bidder shall provide a copy of PAN card.
7. The financial bid of technically qualified bidders only will be opened on 03.10.2023 at 3.30 PM at our office premises. The representative of bidders can participate in bid opening process, if so desired.
8. HUDCO has a right to call for clarification/evidences/supporting documents etc. during the valuation of technical bid.
9. Work order shall be issued to the bidder who has quoted lowest amount (L1). In case of tie in the bid amount, senior most bidder shall be considered as per rule of DGR.
10. All taxes and levies should be clearly mentioned in the bid. No extra cost will be paid, if any.
11. The bidder should quote the rate in both figures and words, legibly in English in such a way as to give no scope for misinterpretation. If there is a discrepancy between figures and words, the amount in words shall prevail. If the bidder does not accept the correction of the errors, his bid shall be rejected.
12. The bid is to be submitted in two sealed envelopes separately placed in one envelope superscribed "Bids for Security Services". The first envelope shall contain **The Technical Bid** and second envelop shall contain **The Financial bid**. Technical Bid & Financial Bid should be submitted exactly as per proforma Annexure-I & II respectively failing which the bid is liable to be rejected. Bid submitted shall have 3 months validity.
13. Bids should be complete in all respects and should fulfill all requirements or else it is liable to be rejected without assigning any reasons and any communication. In addition the bidder will be disqualified, if at any point it is found that information provided by them is incorrect.
14. Bids should be submitted for whole work as per the Scope of Work cited above. Bids submitted for part work will not be accepted. Additional conditions on any account stipulated by bidders will not be accepted. HUDCO Office Premises can be visited during working hours to clearly understand the nature of works, before submitting bids. No claims whatsoever shall be entertained for any omissions made due to lack of knowledge about the nature & scope of work.
15. HUDCO reserves the right to accept or reject any or all the quotations without assigning any reason.

16. The period of contract shall be for one year from the date of acceptance of terms and conditions and execution of contract agreement with an option of extension for one more year on the same terms and conditions, which will be decided by HUDCO at the end of first year.
17. Any modification/change in offer after the opening date, will not be considered.
18. The bidder is expected to clearly understand HUDCO's requirement before submitting the quotation/offer and in case, any information/clarification is required, he/she may visit HUDCO office during working days (Monday to Friday between 9:30 a.m. to 6 p.m.). It may be noted that no clarification/information after the last date of receipt of bid, would be provided. Bidders are advised to inspect the site and obtain first hand information before submitting their bid.
19. The bidder shall ensure to depute only mentally and physically sound persons with good habits. The security guards engaged by the contractor will be employees of the contractor only. Guard should wear proper uniform of security company/contractor with ID card.
20. The Contractor will be paid wages for the no. of persons provided/ attended during the month. **The wage per day will be calculated taking the no. of days present in a month (including paid one rest day in a week).**
 - a. The contractor shall submit the bills, attendance sheet alongwith EPF/ ESI payment "certifying that the same has been paid to the concerned authorities for the period" to HUDCO on or after the first day of every month for the work executed during the preceding month duly verified and certified subject to deductions, if any, as per the Service Agreement clauses and statutory requirements. However the Contractor shall ensure payment of monthly wages to the workmen before 7th of every month positively making his own arrangement. The payment of wages to the workmen should not be delayed on the ground of non settlement of his bills by office. Payment will be made every month after receipt of bill alongwith required details/ proof of remittance of EPF & ESI of agency's employees and GST liability and return filing on scheduled dates the concerned authorities, for the preceding month and rendering of services to HUDCO's satisfaction. Monthly pay slip to be issued regularly to security guard and copies should be enclosed with the bill.
 - b. Income Tax as per prevailing, for which the bills have been passed will be deducted as Tax Deduction at Source under relevant Government rules. However, if any legislation comes into effect for deduction of tax at source at any other rate, deduction will be made at that rate. Necessary Income Tax deduction certificate will be issued to the contractor detailing the amount so deducted as tax at source at the time of payment of each bill or thereafter.
 - c. GST TDS @18% shall be deposited by HUDCO (Service receiver) in GST authority as per RCM mechanism of GST Act. Other statutory dues and

- deductions as per service agreement/ clauses in tender document will be made from the bills payable to contractor.
- d. The Security Deposit furnished will be considered for adjustment against liquidated damages only at the time of final conclusions of the service agreement and final settlement of the account.
 - e. The final settlement of the bills as refund/ adjustment/ appropriation or any amount retained from the running bills of the agency shall be made fully after the officer-in-charge is satisfied that all the service agreement obligations have been fully met and no amount remains due for recovery from the agency on any account.
21. Complete details along with aadhar card of deployed security guards consisting of name, photograph, age, present address, permanent address, telephone no, etc. shall be provided to HUDCO before their joining duty. The guard engaged, shall wear an Identity Card during their work at HUDCO. In case of removal/change of security guards, whether temporary or permanent the information should be submitted to HUDCO.
22. If any security guard is absent, the contractor shall make alternate arrangements. In case of non-availability of any substitute, an amount equivalent to one day duty for each absence will be deducted from the monthly bill.
23. The wages payable for security guards engaged shall conform promulgated minimum rates in accordance with DGR wage Notifications. The contractor shall also provide them required amenities. The wages should not be less than the prescribed minimum wages under applicable law. The Contractor has to observe all the rules and regulations applicable for supply of security guard and has to indemnify HUDCO against all claims, damages, payments made by HUDCO in compliance of law or by orders of Statutory Authorities as the case may be including litigation expenses.
24. In case of any complaint either as regard the nature of service or as regards the personnel doing the same, this office will intimate the contractor and he will attend to the complaint promptly. In the event he fails to follow the directives of the representative of this office, the contract shall be terminated by giving one week notice.
25. The contractor shall ensure the adequate compensation/insurance coverage for security guard to take care of any unforeseen circumstances at workplace. The Contractor shall be responsible for the compensation to his employee under workman's Compensation Act. He shall be responsible to pay the expenses for providing medical treatment to his employee who may suffer any physical injury as a result of any accident in the office.
26. The Contractor shall ensure payment of monthly wage to the security guard employed before 7th of every month. Proof of payment of wages paid to the

persons engaged has to be submitted along with the bill in the subsequent month. In the event of revision of minimum applicable daily wages by way of a Govt Order/Circular, the contractor shall pay the revised wage as per the relevant Govt. order/circulars, in consultation with HUDCO and HUDCO shall make up the difference so paid.

27. The contractor must ensure the compliance of all statutory requirements like minimum wages act, payment of wages act, ESI act, security guard's compensation act, PF and contract labour act etc that are applicable to the persons engaged by the contractor and consequences of any breach of the provisions of the act/rules shall rest with the contractor. The contractor shall be responsible for making all payments due to the Statutory Authorities like PFO, ESIC, Local Bodies and such other Government Authorities in respect of persons engaged in HUDCO office. The contractor needs to submit all necessary proofs of such statutory payments made to Authorities as mentioned above on monthly basis, along with the Bill raised to HUDCO. HUDCO shall not be responsible for any delay/non payment of bills without above requisite proofs of payment. HUDCO shall have the right to terminate the contract if , at any stage, the contractor defaults in payment of minimum wages or deposit of above statutory dues on time with the Statutory Authorities.
28. The contractor will be responsible to compensate for any loss or damage or theft caused by his staff while rendering the said services by adjustment from monthly bill.
29. In case of unsatisfactory performance of the security guard, contractor should replace him/her within 10 days time.
30. The period of contract can be terminated before the expiry of the contract period on one month's notice. However, the management reserves the right to terminate the contract any time with shorter notice period or without notice if there is flagrant violation of the terms and/or condition of the contract or due to poor performance by the Contractor.
31. The company will have privity of contract with the contractor only and will give instructions to him and will have nothing to do or be connected with the conditions of employment of the workers working for the contractor. The workers engaged by the contractor shall not have any claim against the Company for regularization, grant of temporary status and no relation of employer and employee etc. and their engagement shall stand terminated automatically as soon as the work for which the contract is signed had come to an end.
32. All the matter of dispute arising out of this contract shall be subject to Courts of Ahmedabad jurisdiction only.

33. The tenderer should not have been blacklisted by any company/Govt. department/ semi Govt. / PSU in the last three year. A self declaration to this effect is to be enclosed on the Letter Head of the firm / company – duly signed & stamped to the effect that.
34. The contractor should not have nay case pending with the police / legal proceeding in court of law against the proprietor / firm / partner or the company / agency and contract labour engaged by the firm / company. A self declaration to this effect is to be enclosed on the letter head of the firm / company – duly signed & stamped to the effect that.
35. Satisfactory performance certificate in security services work from companies / PSUs / Govt. Department where he has worked during last three years.
36. If any dispute arise in Hindi version, English version shall be final.
37. Regional Chief, HUDCO Ahmedabad reserves the right to award the Work in full or part to the successful bidder and also reserves the right to accept or reject any bid without assigning any reason and no claim whatsoever on this matter will be entertained. The decision of Regional Chief shall be binding and final.
38. The successful bidder has to enter into an agreement with HUDCO on a stamp paper of Rs. 300/- (Rupees Three hundred only) with regard to the terms and conditions of empanelment.
39. In case of any clarification the undersigned can be contacted at **Mob. 9227884424.**

The Notice inviting bids is posted on HUDCO's website www.hudco.org. and <http://eprocure.gov.in/>

Yours faithfully,

-Sd/-

(Vimal Kumar Sharma)
Joint General Manager (Project)

Annexure-I**TECHNICAL BID
(To be submitted in a separate sealed Envelope)**

S.No.	Name of Document	Enclosure Check-list
1.	Copy of Sponsorship Letter	
2.	Copy of DGR Empanelment Certificate ,with photograph and signature of Proprietor /Director.	Yes/No
3.	License as per Private Security Agencies Regulation Act 2005	Yes/No
4.	Registration Number of the Agency in whose name the bid is made	Yes/No
5.	Copy of PAN Card	Yes/No
6.	Copy of GST Registration certificate	Yes/No
7.	Bank Account Number (with Core Banking Facility)	Yes/No
8.	Labour License	Yes/No
9.	ECPF/ESI Registration	Yes/No
10.	Latest audited accounts of last three years and income-tax returns filled for the firm / company.	Yes/No
11.	Acceptance of all tender conditions	Yes/No
12.	A list of clients served (with contact address).	Yes/No
13.	Articles of Memorandum of Association or Partnership Deed or proprietorship deed as the case may be.	Yes/No

DECLARATION

I, () hereby declare that the document submitted /enclosed are true and correct. Also I hereby agree to produce originals of documents for verification whenever asked .

Date:**Signature:****Name of Authorized Person:****Name of Agency:****Seal**

TECHNICAL BID

UNDERTAKING FOR COMPLIANCE OF STATUTORY PROVISIONS

“A certificate and undertaking to the effect as follows may be furnished on your letter head”

“I Shri_____ for and on behalf of M/s _____ hereby certify that the proper records and registers are maintained and wages are paid as per the minimum wage act to the labour engaged by our organization/firm in compliance to the relevant provisions of law as also the other provisions pertaining to the engagement of contract and / or daily wages workers. It is hereby undertaken that we shall continue to do the same. Our organization shall be solely and exclusively liable for any breach of the provisions of the law and our client in no manner shall be liable and / or responsible for the lapse of whatsoever nature in connection to and/or arising out of the engagement of the persons at the premises of the client by us. We also undertake that HUDCO may terminate the contract at any point of time without giving any notice or reduce the period of services without assigning any reason. “The quoted rate shall be firmed during subsistence of contract with HUDCO and no claim, whatsoever in nature shall be entertained.

Signature:

Name of Authorized Person:

Name of Agency:

Seal

Annexure II

FINANCIAL BID
(To be submitted in a separate sealed Envelope)

Sl. No	Particular	Amount quoted per day (in Rs) <u>for 1 (One) Security Guard for Security Services</u>		
		Basic Rate	VDA	Total
1	Rates of wages should be as per Minimum Wages by Ministry of Labour and Employment vide Govt. Of India order file No. 1/5(6)/2023-LS-II dated 03.04.2023.	897		897
2	Rates quoted by agency for engaging one guard for security services.			
3	EPF (As per PF Act) @12% - Employer share (on Basic Rate+VDA)			
4	ESI (As per ESI Act) @3.25% - Employer share or applicable at present (on Basic Rate +VDA)			
5	Employees Deposit linked Insurance (EDLI) 0.5% of Basic + VDA			
6	Administrative Charges (EPF+EDLI) 0.50% of Basic + VDA			
7	Hous Rent Allowance (HRA) 24% of Basic+VDA or 5400 (Whichever is higher)			
8	ESI/Medical Allowance 3.25% of HRA			
9	Uniform Outfit Allowance 5% (Basic + DA)			
10	Uniform Washing Allowance 3% (Basic + DA)			
11	Sub Total (2 to 10)			
12	Relieving Charges 1/6 th of serial (11)**			
13	Sub Total Cost per day			
14	Service Charges of Agency @ 10% of serial 13			
A	Sum Total (13+14)			
B	GST on A			
C	Total (A+B)			
D	Grand Total for Four security guard for security of Office Building (Cx4).			

Note : Please fill above all column as given rate rather any changing in rate like DA, HRA after publish tender.

Date:

Signature:

Name of Authorized Person:

Name of Agency:

Seal