

**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT) JAMMU & KASHMIR AND LADAKH**  
**SRINAGAR**

**No. WB/Au/J/2019-20/172**

**Dated:- 10/12/2019**

**Tender Notice**

For and on behalf of the President of India sealed tenders affixed with Rs. 10/- (Rupees Ten) Revenue stamps are invited from reputed agencies/service providers for outsourcing of ten security guards (Armed 07 and Unarmed 03) at Branch Office, Shakti Nagar, Jammu as per details given below:-

1. The sealed tenders should be addressed to the Sr. Dy. Accountant General (Admn.) Office of the Accountant General (Audit), J&K and Ladakh, Opposite Civil secretariat, Srinagar. Tender should be sent by post or in person as to reach the office before the last date.
2. The service provider should be registered with the concerned Govt. Department/ organisation for supply of security guards. Experience Certificate of providing such services to Govt./Private organization for the last 5 years should be furnished with the tenders. Firm/ agency should be registered with Employees State Insurance Corporation (ESIC) and Employees Provident Fund Organization (EPFO) documentary evidence in support of necessary registration should be attached with the tenders.
3. The rate quoted should be the rate per person/ per month and should be inclusive of all taxes **separately for Armed and Unarmed security guards.**
4. The CDR for Rs. 50,000/- drawn in favour of Pay and Accounts Officer, Office of the Accountant General (Audit), J&K and Ladakh should be enclosed.
5. Payments on accounts of services rendered shall be made against bills submitted by the Agency.
6. Taxes / TDS as applicable shall be deducted at source.
7. The tenders would be opened in the chamber of the undersigned in Srinagar at 4 PM on 26.12.2019 in the presence of tenderers who wish to be present.
8. Detailed tender documents can be collected from Admin – II section in Jammu office or downloaded from website agjk.nic.in (under Tender).
9. Rates quoted below the minimum rates fixed by the central govt will be rejected.

The last date for receipt of tenders shall be 24.12.2019 upto 04:00 PM. Incomplete tenders and tender received after the closing date / time shall not be entertained.

The undersigned shall have the right to reject any tender(s) without assigning any reasons thereof.

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**Sr. Deputy Accountant General (Admn)**

**TERMS AND CONDITIONS**

1. The contract shall tentatively commence from 01.01.2020 and shall continue till 09.08.2020 unless, it is curtailed or terminate by. Accountant General(Audit) owing to deficiency of service, sub-standard quality of security deployed, breach of contract, etc. Non-compliance with any relevant labour laws, or change in requirements of the

Accountant General Office or for any other reasons as stipulated in the contract to be entered into with successful bidder.

2. The contract shall automatically expire on 09.08.2020.
3. The contract Service provider shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of Accountant General Office.
4. The Accountant General Office, at present, has requirement of 10 (07 Armed and 03 Unarmed). The requirement of the Accountant General Office may further increase or decrease marginally, during the period of initial contract also and the successful bidder, awarded the contract, would have to provide additional Security staff, if required on the same term and condition.
5. The Accountant General Office reserves right to terminate the contract during initial period also after giving a one month's notice to the selected Security Service Provider.
6. The security agency shall provide satisfactory proof of Ex-Servicemen status of the Security Guards before their deployment if applicable. The security agency shall not employ any person below the age of 18 years, and above the age of 50 years. Employment of child below 18 years will lead to the termination of the contract.
7. The security personal deployed shall be the employees of the security agency at all times and all statutory liabilities will be paid by the contract such as ESI, PF, Workmen's Compensation Act, etc. The security person deployed by the agency should be properly trained, have requisite experience and having the skills for carrying out a wide variety of Security and Firefighting services using appropriate materials and tools/equipment.
8. The agency shall engage only such guards and supervisors, whose antecedents and health have been thoroughly verified, including character and police verification and other formalities. The agency shall be fully responsible for the conduct of his staff.
9. The agency at all times should indemnify Accountant General Office against all claims, damages or compensation under the provision of payment of wages as per Central Govt. Rates, Employer's Liability Act 1938, Workmen Compensation Act 1923, Private Security Agencies (Regulation) Act 2005, Industrial Disputes Act 1947, Payment of minimum wages, notified by the appropriate Centre Government Wages, shall be ensured all the time.
10. The contractor shall have his own establishment /set up/ mechanism/ training institute to provide training aids or should have tied up with a training institute, with 2-3 Ex-servicemen / Ex-Para Military Forces/ Ex-Policemen for training purpose at his own cost to ensure correct and satisfactory performance of his responsibilities under the contract.
11. The eight hours shift generally will be from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs. But the timings of the shift are changeable and shall be fixed by Accountant General Office from time to time depending upon the requirement. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed.
12. The guards engaged by the agency shall be dressed in neat and clean uniform(including proper name badges), failing which invites a compensation of Rs.500/- on each occasions and habitual offenders in this regard shall not be deployed.

13. The personnel engaged have to be courteous with very pleasant mannerism in dealing with the Staff/Attendants and should project an image of utmost discipline. The Accountant General Office shall have right to have any person moved in case of staff complaints if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange suitable replacement in all such cases.
14. In case any of agency's deployed under the contract is(are) absent, compensation equal to double the wages of number of guards/supervisor absent on that particular day shall be payable to Accountant General Office and the same shall be deducted from the agency's bills.
15. In case any of agency's guards deployed under the contract fails to report in time and agency is unable to provide suitable substitute in time for the same it will be treated as absence and compensation of double the wages shall be payable to Accountant General Office.
16. In case any public complaint is received attributable to misconduct/misbehavior of agency's guards, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from the agency's bill. Further the agency shall forthwith take steps for replacement of such guard.
17. The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis/ ballams and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.
18. The agency will provide to the office, a list of all personnel so deployed with permanent and present address along with their latest photographs.
19. It shall be responsibility of the agency to issue the employment card/photo/identity card to the workers and maintain the muster roll, the wages register and other registers as provided in the Contract Labour (Regulation & Abolition) Act. Agency has to ensure that all its employees deployed in Accountant General Office invariably wear ID card during office hours.
20. The agency shall replace within twenty fourhours any of its personnel, if they are unacceptable to the Authority because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence from duty/misconduct on the part of the Security supplied by the agency, upon receiving written notice from the Authority. Notwithstanding the above, the office shall have the right to ask to change/replace the personnel at any point of time without assigning any reason.
21. Accountant General Office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the guards of the agency.
22. The agency shall be responsible for any damage done to the property of the office by the personnel so deployed. Accountant General Office will be free to recover it from the security deposit given by the agency or from any other dues or recover as per law.
23. The agency's personnel working in the office should be polite, cordial, positive and efficient while handling the assigned work and their actions should promote good will and

enhance the image of the Authority. The agency shall be responsible for any act of indiscipline on the part of persons deployed by him.

24. The Security staff deployed by agency in the Accountant General Office shall not claim any benefit, compensation, absorption or regularization of their service in the Accountant General Office either under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970. The agency shall have to obtain an undertaking from the deployed persons to the effect that the deployed person is the employee of the agency and shall submit the said undertaking to Accountant General Office. In the event of any litigation on the status of the deployed persons, Accountant General Office shall not be a necessary party to such proceedings, however, in any event either the deployed persons or to the order of the court, the Accountant General Office is made a part to such dispute, the agency shall take all steps to protect the interest of Accountant General Office and the agency shall reimburse the expenditure that would have been borne by Accountant General Office to defend itself, if so required.
25. The agency shall ensure that the person deployed are disciplined and shall enforce in prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering and shall not engage in gambling satta or any immoral act.
26. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by Accountant General Office from the agency.
27. The agency shall be solely responsible for making payment directly to the deployed Security by 7<sup>th</sup> of each month.
28. The agency will properly maintain muster roll of the person employed/engaged in connection with the work at the premises of the Accountant General Office.
29. The agency shall raise the bill, in triplicate, along with attendance sheet duly verified for actual shifts manned/operated by the personnel deployed by the agency and submit the same to Accountant General Office by 3<sup>rd</sup> of the succeeding month.
30. The agency will be solely responsible for making the payment directly to its deployed personnel; since there may be occasional delay in releasing payment by Accountant General Office to the agency due to contingencies, payment of wages to the deployed personnel by agency should not be linked with receiving of payment from Accountant General and shall be independent of the same.
31. Payment to such workers must be made by the agency through e-transfer only. To ensure this, agency will get a bank account opened for engaged guards.
32. While submitting the bill for the next month, the services provider must file a certificate certifying the following:
  - i) Wages of workers were credited to their bank accounts on (date)
  - ii) ESI Contribution relating workers amounting to Rs.----- was deposited on -----(date)(copy of the challan enclosed)

- iii) EPF contribution relating to workers amounting to Rs.-----was deposited on --  
---(date)(copy of the challan enclosed)
- iv) He is complying with all statutory labour laws including Minimum Wage Act.
33. The entire financial liability in respect of security services deployed in Accountant General Office shall be that of the agency and Accountant General Office will in no way be liable for the same.
34. For all intents and purposes, the agency shall be the “Employer” within the meaning of different labour legislations in respect of security personnel deployed by it. There shall be no claim by such deployed persons of any employment in Accountant General Office. The persons deployed by the agency in the Accountant General Office shall be the employees of agency at all time and not have any stake or claims like employer and employee relationship against Accountant General Office.
35. The agency shall be solely responsible for the redressed of grievances if any of its staff deployed in Accountant General Office. The Accountant General Office shall, in no way be responsible for settlement of such issues whatsoever.
36. The Accountant General Offices shall not be responsible for any financial loss or any liabilities arising out of accident or death to any of the security staff deployed by agency in the course of their performing he function/duties or for payment towards any compensation.
37. Adequate supervision will be provided to correct & effective performance of the security service in accordance with the prevailing assignment and instructions agreed upon between the two parties. The security personnel shall ensure that there is no unidentified/ unclaimed/suspicious objects/person in the buildings/premises. Vehicles that enter into the premises must be identified, noted in the register and parked at designated places.
38. The agency’s personnel shall not divulge or disclose to any person, any details of office, operational process, technical know –how, security arrangements and administrative /organization matters as all are of confidential / secret nature.
39. The agency will be responsible for compliance of all statutory provisions including Minimum Wages, Provident Fund, and Employees State Insurance, contract labour and any other applicable law in respect of the persons deployed at the Accountant General Office. The Accountant General Office shall have no liability in this regard. Payment of the bill will be made only after successful submission of statutory payment receipts.
40. The agency shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to Accountant General Office to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.
41. The agency shall maintain all statutory registers under the law and submit periodical returns and statements. The service provider shall produce the same, on demand, to the concerned authorities and to Accountant General Office or any other authority under Law.
42. The tax deduction at source (T.D.S.) shall be done as per the provisions of income Tax Act/Rules etc, as amended from time to time and a certificate to this effect shall be provided to the agency by Accountant General Office.

43. In case, the service provider fails to comply with any statutory /taxation liability under appropriate law, and as a result thereof the Accountant General Office is put to any loss / obligation, monetary or otherwise, the Accountant General Office will be entitled to get itself reimbursed out of the outstanding bills or the performance security Deposit of the agency, to the extent of the loss or obligation in monetary terms or shall be entitled to recover the same by legal recourse.
44. The agency shall submit proof of deposit of PF/ESI and of other statutory dues, payable by it in respect of its staff, deployed in Accountant General Office, which shall be a condition precedent for payment of its bills.
45. In case of breach of any terms and conditions as specified in the contract and signed between the parties, the performance security deposit of the man power service providers will be liable to be forfeited by the Accountant General Office besides, annulment of the contract and other legal resource.
46. The successful bidder who is awarded the contract by Accountant General Office will retain all the documentary proof/papers deposited with the respective statutory bodies/Government departments, i.e., Employees State Insurance, Provident Fund and Service Tax. All such documents/paper will be necessarily submitted within seven days by the man power service provider as and when they are requisitioned by Accountant General Office, failing which a penalty of Rs. 100/- per day shall be deducted from the monthly bill of the monthly bill of the agency.
47. The Accountant General Office reserves the right to withdraw / relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage for the smooth and timely provision of services.
48. Any delay or forbearance on the part of Accountant General Office and any waiver of its rights or condonation of any acts, on the part of Accountant General Office shall not be construed as a waiver of the obligations of the agency and it shall continue to be liable for all such acts or defaults.

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**Sr. Deputy Accountant General**

**BIDDER DETAILS FORM**

**Tender for providing Security Services to O/o Accountant General, Jammu**

<b>S. No</b>	<b>Description</b>	<b>Information</b>
1.	Name of Tendering Security Services Provider	
2.	Date of Incorporation of Company	

3.	Details Earnest Money Deposit	DD No. _____ dated _____ of Rs. _____ drawn of Bank
4.	Name of Director Partner	1.  2.  3.
5.	Full Address of Registered Office:  Telephone No.:  FAX No. :  E-Mail Address:	
6.	Full address of operating Branch/Office :  Telephone No.:  FAX No.  E-Mail Address	
7.	Banker of the Security Service Provider (Attach certified copy of statement of A/c for the last three years)	
8.	PAN No./GIR No.:  Attach attested copy)	
9.	Service Tax Registration No (in respect of Security Services) (Attach attested copy)	
10.	Employee Provided Fund Registration No.  (Attach attested copy)	
11.	Employee State Insurance Registration No.:  (Attach attested copy)	

12. Exclusive Income from \_\_\_\_\_ of the tendering Security Service Provider for the three financial years mentioned below duly certified by a Chartered Accountant (Attach Separate sheet if space provided is insufficient).

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2017-18		
2018-19		
2019-20		

13. Give details of the major similar contracts handled by the tendering Security Service Provider during the last three years (i.e. 2015-16, 2016-17 and 2017-18) in the following format (if the space provided is sufficient, a separate sheet may be attached:

Sr. No	Name of the Client, Address, Telephone No.	Security services provided		Amount of Contract (Rs. Lacs)	Duration of Contract	
		Type of Security provided	No.		From	To

14. Submit Experience Certificate from at least three clients, to whom services have been provided by tendering security service provider in the past. The Certificate should preferably be from Govt./PSU clients or reputed companies and the same should be submitted in original or the copy of it, should be self-attested.

15. Additional information, if any (Attach separate sheet, if required)

Signature of authorized person



Date:

Name:

Place

Seal:

PRICE BID:

S.NO	Designation	No,of Persons Required	Rate per person per shift	Rate per person per Month	PF	ESI	Total
1							
2							

Rates quoted should be equal to or more that the minimum wages rescued under minimum wages Central Govt of India as applicable.

If the rates of any post quoted are less that the minimum wages as prescribed by Govt of India the bid will be rejected.

Agency's Administration/Service changes cannot be "NIL" or "Zero or such that it has been kept deliberately low to secure the contract.

If any of the statutory liability is not included above, the bid will be rejected.

SIGNATURE OF AUTHORIZED

PERSON

DATE:

FULL NAME:

PLACE:

Seal: