

**TENDER DOCUMENT  
FOR  
SECURITY SERVICES & MODERN GADGETRY**

**NATIONAL COMMISSION FOR WOMEN  
4, DEEN DAYAL UPADHAYAYA MARG  
NEW DELHI -110002**

**Tel: 011-23213485 FAX: 23216154/23216988**

**E-Mail: [ncw@nic.in](mailto:ncw@nic.in) / [ncwlegalcell@yahoo.com](mailto:ncwlegalcell@yahoo.com) Web: [www.ncw.nic.in](http://www.ncw.nic.in)**

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No.

Date: 15, April 2009

**TENDER NOTICE FOR SECURITY SERVICES**

**THE NATIONAL COMMISSION FOR WOMEN, hereinafter referred to as the Commission** invites sealed tenders from reputed and experienced agencies for providing **Security Services including installation of modern security systems/gadgets** at the above address.

The interested agencies are required to submit the **technical and financial bid separately**. The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super scribed "Tender for Security Services" and should reach NCW before 1500 hrs on or before **8<sup>th</sup> May 2009** The technical bids shall be opened on the same day at 1600 hrs at NCW.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be purchased from NCW on any working day between 0930 and 1700 hrs on payment of Rs 200.00 only or can be downloaded from BIS website. Those who download the tender document from website should enclose an additional DD for Rs 200.00 along with their tender bid in the Cover-I "Technical Bid. The bid security (EMD) of Rs 30,000.00 (Rupees thirty thousand only) should be paid by Demand Draft in favor of PAO, NCW payable at Delhi.

**Note: the agencies interested in bidding may visit the NCW premises on any working day between 1000 A.M. to 4 PM and carry out a comprehensive security survey prior to submission of bids**

**Yogesh Mehta  
Law officer  
011 23213485**

**TENDER DOCUMENT**  
**QUOTATION FOR PROVIDING SECURITY SERVICES TO**  
**NATIONAL COMMISION FOR WOMEN**

**TECHNICAL BID**

(In separate sealed Cover-I super scribed as Technical Bid)

<p>1. Name &amp; Address of the Tenderer Organization/Agency with phone number, email and name and telephone/mobile number of contact person</p>	
<p>2. Experience in the work of providing Security Services. Particulars of experience (Attach certificates, testimonials). This shall cover the details of works approximate magnitude and duration carried out and/or on hand for last 3 years</p>	
<p>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 this service:</p> <p>a) Is the establishment registered with the Government and/or under any law for the time being in force; please give details with Document/evidence.</p> <p>b) Do you have labour license. Please provide details and attach a copy. License to keep armed guards and license for guns /shots should also be Enclosed.</p> <p>c) expertise of the organization in providing and installing of security gadgetry</p> <p>d) Undertaking of the Agency confirming the availability of the adequate manpower of requisite qualification and</p>	

	experience for deployment in NCW	
4.	Are you covered by the labour Legislations, such as, ESI, EPF, and Gratuity Act etc.	
5.	Please give EPF No: ESI Code: Gratuity Act Regn. No:	
6.	Are you governed by minimum wages rules of the Govt. If yes, please give details.	
7.	Please attach copy of last return of Income Tax	
8.	Please attach balance sheet of the company, duly certified by Chartered Accountant for last 3 years.	
9.	PAN No. (Please attach copy)	
10.	Vat No. (Please attach copy)	
11.	Trade License No. (Please attach copy)	
12.	Service Tax Registration No. (Please attach copy)	
13.	Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.	
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 convictions in the past against the Company/firm/partner.	

16. Details of the contract with any Govt. /Public sector etc. with contact person's name & tel. /cell No. etc.	
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**Declaration by the Tenderer:**

This is to certify that I/We before signing this tender have read and 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:**

**FINANCIAL BID**  
**(In sealed Cover-II super scribed “Financial Bid”)**  
**QUOTATION FOR PROVIDING SECURITY**  
**SERVICES TO NATIONAL COMMISSION FOR**  
**WOMEN**

**1. Deployment of manpower**

**(a). Particulars Unit Rate per person/per month In \*Rs)**

**Amount in Rs**

1.	Security Guards	-----
2.	Supervisor	-----
3.	Lady Guards	-----
4.	Service Tax	-----

**Total Amount Rs.**

- Break-up of the rate may also be provided along with the copy of the Govt Order on Minimum Wages to facilitate revision of rate whenever minimum wages are revised by the Govt.

**(b) Modern security gadgets Total cost**

1.	Installation of CCTV	-----
2.	Installation of biometric systems (Finger print recognition and time attendance system)	-----
3.	Any other item	-----
4.	Taxes as applicable, etc	-----
5.	Total cost	-----

**Declaration by the Tenderer:**

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

- Note: i) No other charges would be payable by NCW.  
 ii) There would be no increase in rates during the Contract period except provision under the terms and conditions.

**(Signature of Tenderer with seal)**

**Name:**

**Seal:**

**Address:**

**Phone No (O):**

**Date:**

(To be made on Rs 50.00 Non Judicial Stamp Paper)

# DRAFT AGREEMENT

This agreement is made on \_\_\_\_\_ day of \_\_\_\_\_ Two thousand nine between **NATIONAL COMMISSION FOR WOMEN, NEW DELHI**, as one part, hereinafter called 'Commission' and M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_ hereinafter called the 'Agency' for providing Security Services on the other part.

WHEREAS the Commission is desirous to engage the Agency for providing Security Services for Its office located at 4, Deen Dayal Upadhyaya Marg, New Delhi -11 0002 on the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI, etc relating to security personnel deployed in the Commission. The Commission shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at Commission. The Commission shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving one month notice on either side.
5. In case of non-compliance with the contract, the NCW reserves its right to:
  - a) Cancel/revoke the contract; and/or
  - b) Impose penalty upto 10% of the total annual value of contract.
6. Security deposit equal to 10% of the Annual contract value (refundable without interest after two months of termination of contract) in the form of Pay Order/Demand Draft or Bank Guarantee shall be furnished at the time of signing of the Agreement.
7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in Commission.
8. The security personnel provided by the Agency will not claim to become the employees of Commission and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in Commission.
9. There would be no increase in rates payable to the Agency during the contract period except reimbursement of the statutory wages revised by the Govt.
10. The Agency also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
11. Decision of Commission in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Agency.
12. In case of any dispute between the Agency and Commission, Commission shall have the right to decide.  
However, all matters of jurisdiction shall be at the local courts located at Delhi.

THIS AGREEMENT will take effect from \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Nine and shall be valid for one year.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in DELHI in the presence of the witness:

**NATIONAL COMMISSION FOR WOMEN**

Witness: 1.  
2.

**AGENCY**

Witness: 1.  
2.



**ANNEX**  
**TERMS & CONDITIONS OF CONTRACT**  
(Annexure to Agreement)

**A. Scope of Work:** Providing Security services by deploying required number of Security Personnel and installation, monitoring and maintenance of modern security systems at NATIONAL COMMISSION FOR WOMEN, 4, Deen Dayal Upadhyaya Marg, New Delhi

1. The Agency shall provide Security services by deploying adequately trained and well disciplined security personnel to safeguard the NCW building, moveable and immovable assets, equipments and other items at the above address from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other persons working in its complex.
2. The security personnel shall be deployed round the clock in 3 shifts at the office of NCW to safeguard the premises.
3. The Agency shall be responsible for opening/closing of the building and rooms as necessitated/directed by NCW on working and closed days.
4. The Agency shall ensure that water taps/lights/ACs are not left open/on after close of working hours on normal working days as well as on off days, as the case may be.
5. The Agency shall maintain records of inward and outward movement of men (NCW Employees and also regulation of guests and visitors), materials, etc with proper check on the same as per instructions given from time to time by NCW.
6. The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
7. The security personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment installed at NITS.
8. The Agency shall keep the NCW informed of all the matters of security and co-operate in the investigation of any incident relating to security.
9. The agency shall be responsible for protection, monitoring of the security gadgets installed at the NCW premises and ensure proper access control mechanisms

**B. Eligibility Criteria**

1. The Bidder may be a Proprietary Firm, Partnership Firm, Limited Company, Corporate Body legally constituted, empanelled/ registered with DGR who possess the required licenses, registrations (such as Private Security Agencies(Regulation) Act 2005) etc as per law valid at least for 12 months from the date of the opening of tender.
2. The tenderer shall have at least 3 years experience of providing Security services.
3. Having successfully completed works of similar magnitude and duration (worth Rs 5 lacs or more per year) in last three years.
4. Proof of financial turnover with a minimum of Rs 10 lacs per year achieved, duly attested by CA.
5. There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency).

6. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:
  - a) PF Registration
  - b) ESI Registration
  - c) Service Tax Registration
  - d) Valid License, issued by Regional Labour Commissioner, Govt of India

### **C. Information and Conditions relating to Submission of Bids**

1. The initial period of contract shall be for 12 months may be extended by two years, one year at a time depending on performance of the Agency and at discretion of NCW.
2. The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be purchased from NCW on any working day between 0930 h and 1700 h on payment of non refundable charges of Rs 200/- only or can be downloaded from NCW Website. Those who download the tender document from Website should enclose a DD for Rs 200/- along with their bid in the Cover-I containing Technical Bid.
3. The interested agencies are required to submit the technical and financial bid separately in the format enclosed. The bids in sealed Cover-I containing “Technical Bid” and sealed Cover-II containing “Financial Bid” should be placed in a third sealed cover super scribed “Tender for Security Services” should reach NCW before 1500 h on or before **8<sup>th</sup> May 2009** . The technical bids shall be opened on the same day at 1600 h at NCW in presence of the bidders or their authorized representatives who choose to remain present.
4. All the pages of the tender should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender.
5. A copy of the terms and conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms and conditions.
6. The bidder shall pay Bid Security (EMD) of Rs 30,000.00 (Rupees Thirty Thousand only) along with the technical bid by Demand Draft in favour of “PAO NCW” drawn on any Nationalized Bank/Scheduled Bank and payable at NEW DELHI. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage.
7. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.
8. As a guarantee towards due performance and compliance of the contract work, the successful bidder (agency) will deposit an amount equal to 10% of Annual Contract value towards Security Deposit by way of demand draft in favour of “PAO NCW” drawn on any Nationalized Bank/Scheduled Bank and payable at NEW DELHI.
9. The EMD deposited by successful agency will be adjusted towards Security deposit as demanded above. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited unless time extension has been granted by The Commission
10. The bid shall be valid and open for acceptance of the Competent Authority of NCW for a period of 90 days from the date of opening of the tenders and no request for any variation

in quoted rates and/withdrawal of tender on any ground by successful bidder shall be entertained.

11. To assist in the analysis, evaluation and computation of the bids, the Authority may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
12. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate after complying with the provisions of Minimum Wages Act. In case two or more agencies are found to have quoted the same rates, the Competent Officer authorized by NCW shall decide about the agency to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the Competent Authority shall be final.
13. The quoted rates shall not be less than the minimum wages of Govt and shall include all statutory obligations. The rate quoted should be consolidated and inclusive of Income Tax, Employer EPF contribution, ESI contribution etc, bonus, insurance, leave salary etc.
14. NCW shall reimburse the Agency to the extent of the amount of variation arising out of the upward revisions in minimum wages as per Labour Commissioner above the rates mentioned in the contract and derived statutory obligations thereof provided the documentary evidence is produced by the Agency making such payments to that extent only.
15. NCW reserves the right to accept or reject any or all bids without assigning any reasons. NCW also reserves the right to reject any bid which in his opinion is non responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

#### **D. Terms and Conditions**

1. The security services and provision for the required manpower shall be as under:

Tentative Positioning of Security Guards and Security Supervisors

Duty time

1 <sup>st</sup> Shift	07.00 hours to 15.00 hours
2 <sup>nd</sup> Shift	15.00 hours to 23.00 hours
3 <sup>rd</sup> Shift	23.00 hours to 07.00 hours

- a. Main Entrance 1x 3 +1 (2 in night shifts)
- b. Reception 1 (in general Shift –lady guard)
- c. Pass system 1 in general shift
- d. Monitoring of CCTV , biometric system ,etc
- e. Security Supervisor – 1 No. – (per shift).

However, the above number and arrangement of deployment of the Security personnel is without prejudice to the right of NCW to deploy the security personnel in any other number or manner considered to be more suitable by NCW

2. The agency shall ensure that the security personnel deputed are healthy and not more than 45 years of age. The agency will get their antecedents, character and conduct verified.

The **Security Guards** provided by the Security Agency must possess the following qualifications:

- He must be from the complement of his permanent employees and should have passed minimum X<sup>th</sup> standard and also should be able to read and write official/local languages.
- He must not be less than 18 years and more than 45 years and should be physically fit to perform the duties of a guard
- He should have two years experience as a guard, or should be ex-serviceman. He should be conversant with the duties of security guard. The knowledge of fire fighting will be an added advantage
- Should have good knowledge of modern Security Systems and be able to control movement of personnel.
- Should be able to gather information on security matters
- Should take rounds and be able to detect security loopholes, assess fire threats and be able to take preventive measures.
- Supervisors should check attendance of the guards daily.

### **Duties of the Security Guards**

1. The Personnel supplied ought to be polite but Firm, Disciplined, Physically Fit and Alert, smartly dressed in uniform.
2. To attend with compliments to distinguished visitors, VIP's and Officers.
3. Check, Control and Restrict entries to Staff/Workers/ Authorized Personnel of Organization/Firm and others by valid passes or searching if required and movement of vehicles and incoming/outgoing Materials (with gate passes, challan) and time keeping.
4. Maintain strict security of Men, Material and Premises and maintain Diary to note all important events/happenings information received/passed to the management. Entirely responsible for thefts of easily movable items such bathrooms fittings, fans, Exhaust Fans, Telephone Instruments, Fire Extinguishers, or Fire Fighting Systems etc.
5. Will stand by management during emergency like Gherao, Picketing, Strike etc. and Security of ESI Staff from any assaults whatsoever.
6. Not to leave the place of duty under any circumstance until and unless properly relieved. Sign accordingly in handing taking over Register etc.
7. Prevent of misuse of Electricity and water.
8. In case of fire, the Security Guard will immediately alert the Staff on duty and assist in Fire Fighting Operation and also inform the Regional Director. In case of Fire Accident before or after Office Hours the Guards shall inform the nearest Fire Station and Regional Director.

- 9 The security guard must watch that there is no unidentified/ unclaimed/ suspicious objects/ persons in the building/premises.
- 10 The security guard shall ensure that all the electrical equipments/instruments/lights and fans should be switched off at the time of closure of the office who are part of the office.
- 11 The security guard should ensure that all the officers/rooms are locked at the close of office and opened at the beginning of office hours and there is safe keeping of the keys.
- 12 The security personnel must be in proper neat and tidy uniform
- 13 The names of the security guards should always be displayed by them on their uniforms for identification purpose.
- 14 The Agency should arrange for surprise checks (during day and night) to check the alertness and attentiveness of the security guard.
- 15 The security guard should check the bags/ briefcases of the visitors if considered necessary.
- 16 The security guards shall at all times comply with all directions and instructions of ESIC. Non-compliance of instructions can lead to termination of agreement.

#### **Duties and Responsibilities of the Agency**

1. The agency should provide a whistle, torch and lathi to the security guard on duty.
2. The security guards must be rotated from their deployment at an interval of 6 months.
3. If it is found that any property of the ESIC is lost/ damages due to the negligence or connivance of the security guards the same shall be made good on the depreciated value of the property damaged/ lost from the security agencies bill.
4. The agency shall furnish the names and addresses of the security guards posted in the premises of ESIC and also when there is any change in security guards.
5. The Agency shall submit a monthly report of compliance and happenings in the premises to the Regional Director, ESIC Goa.
6. The security guards deployed will be deemed for all purposes and the agencies shall be fully responsible for payment of wages and other dues, and compliance of all labour loss applicable to them.
7. The Agency, on award of the contract should execute an agreement in 50 Rupees stamp paper with ESIC incorporating the above terms and conditions.

3. The full particulars of the personnel to be deployed by the agency including their names and addresses shall be furnished to NCW along with testimonials before they are actually deployed for the job.
4. Identity: The Security Guard/Supervisor who may be engaged by Security Agency from time to time must carry the photo identity card, which shall have to be issued to him for the said purpose. The identity card should be worn by each security guard/supervisor on their uniform which shall in turn give details regarding their full name, age, identity marks, signatures of the bearer and also of the issuing authority and seal
5. The agency shall not deploy or shall discontinue deploying the person(s), if so desired by the NCW at any time without assigning any reason whatsoever.
6. A local representative of Agency shall be In-charge of the security system and shall be responsible for the efficient rendering of the service under the contract. While working at the premises of NCW, they shall work under directives and guidance of Head, NCW and will be answerable to NCW. This will, however, not diminish in any way, the agency's responsibility under contract to the NCW.
7. The agency shall deploy security guards trained in all facets of security work, including fire fighting. The Agency shall provide necessary undertaking and documentary evidence in this regard.
8. The visitors shall be regulated as per NCW procedure and records thereof maintained as stipulated. Further, the visitors shall be attended with due courtesy.
9. A senior level representative of the Agency shall visit NCW premises at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the NCW officer dealing with service under the contract for mutual feed back regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.
10. The Agency shall ensure that any replacement of the personnel, as required by NCW for any reason specified or otherwise, shall be effected promptly without any additional cost to the NITS. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the NCW at Agency's own cost.
11. The Agency shall provide reasonably good uniform with name badges to its personnel deployed at NCW at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The incidentals, such as, belt, shoes, socks, caps, torch with cell, cane stick, gun, bullets, etc shall be borne/supplied by the Agency at its cost.

12. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the NCW/Govt. of India/any State/or any Union Territory.
13. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the NCW. Proposals for efficient functioning of the security systems shall be discussed, considered and implemented from time to time by the agency with approval of NCW.
14. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc relating to personnel deployed by it at NCW or for any accident caused to them and the NCW shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the NITS for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The security agency shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re-enactments/amendments/ modifications
  - I) The Payment of Wages Act 1936
  - II) The Employees Provident Fund Act, 1952
  - III) The Factory Act, 1948
  - IV) The Contract Labour (Regulation) Act, 1970
  - V) The Payment of Bonus Act, 1965
  - VI) The Payment of Gratuity Act, 1972
  - VII) The Employees State Insurance Act, 1948
  - VIII) The Employment of Children Act, 1938
  - IX) The Motor Vehicle Act, 1988
  - X) Minimum Wages Act, 1948
15. The Security Agency shall not assign or transfer this contract or part thereof to any one.
16. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to NCW and maintain liaison with the police. FIR will be lodged by NCW, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.
17. The agency shall ensure that security staff appointed by them is fully loyal-to and assist the NCW during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of the NCW.
18. In case of any loss that might be caused to the NCW due to lapse on the part of the security personnel discharging security responsibilities will be borne by the Agency and in this connection, NCW shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to NCW besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the contractor,

NCW shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

19. In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve. The Security Agency shall be responsible for providing the requisite man-hours as detailed above on round the clock basis on all days. If the person falling sick avails leave or remains absent arrangement for the substitute should be made immediately. If at any time additional man-hours are required, the same will be provided by the Security Agency for which payment will be made on pro-rata basis.
20. As and when NCW requires additional security strength on temporary or emergent basis, the agency will depute such security personnel under the same terms and conditions. For the same, a notice of two days will be given by the NCW. Similarly, if the security personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the NITS shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
21. The agency shall arrange to maintain at the security desk/booth, the daily shift-wise attendance record of the security personnel deployed by it showing their arrival and departure time. The Agency shall submit to NCW an attested photocopy of the attendance record and enclose the same with the monthly bill.
22. The NCW shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable. Bills raised by the Security Agency will be paid to the Security Agency within 15 days from the date of submitting the same with all relevant documents to the Administration Section of NCW. Security Agency will maintain a Muster Roll to record the presence on duty of Security Guards and Security Supervisor for each shift of the duty. Payment of the bills will be as per the Muster Roll, which should be got countersigned every day by an Officer of the NCW.
23. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government.
24. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
25. The Security personnel deployed by the agency shall have at least the minimum elementary knowledge of reading and writing so as to be able to make entries in the registers kept at the security desk/booth whenever required and also to write their names in the attendance register and mark their arrival and departure by signing in the register.



26. In case of non compliance/non-performance of the services according the terms of the contract, the NITS shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
27. The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify NCW against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in NCW premises/facility.
28. The decision of NCW in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
29. In case of any dispute between the Agency and NCW, NCW shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Delhi
28. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a sole Arbitrator to be appointed by Head, NCW. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.
29. Termination of the Contract:
  - a) NCW shall be at liberty at its entire discretion to terminate this contract forthwith upon or at any time a breach or default of any of the terms and conditions contained herein or any other circular and/or rules framed subsequently, is committed by him and/or by his Security Guards or Security Supervisors, employed by it.
  - b) Insolvency or dissolution of the partnership firm or death or adjudication as insolvent of any partner of the Security Agency.
  - c) Liquidation, whether voluntary or otherwise or passing of an effective resolution for winding up, if it is a company or co-operative society.
  - d) If any attachment is levied and continues to be levied for a period of seven days upon Security Agency effects or any individual/ partner for the time being of its firm or any member of its cooperative society.
  - e) If any partner of its firm or any member of its co-operative society shall be convicted of any criminal offence.
  - f) If Security Agency shall either by himself or by his servants commit or suffer to be committed any act which, in the opinion of the NCW, whose decision in that behalf shall be final is prejudicial to the interest or good name of the NCW.
  - g) If the period of this contract lapses and the service is continued, it shall be deemed to be an agreement to continue the service on month to month basis. In such event, either party must give one month's notice for termination of the service if they choose to discontinue.
  - h) Violation of the provisions of Contract Labour (R & A) Act 1970, MSGB Act and other Acts, rules schemes or notifications issued by the Appropriate Govt. from time to time, as applicable.

- i) On termination/expiry of the contract, the, Security Agency will immediately remove all its personnel from the premises.

30. An agreement shall be signed with the successful bidder as per specimen enclosed.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between NCW and the Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.

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