

NATIONAL GREEN TRIBUNAL
Western Zone Bench, D-wing, First Floor
New Administration Building, Opp. Council Hall
Pune- 411 001

TENDER DOCUMENT

FOR

**ANNUAL CONTRACT FOR SECURITY SERVICES AT NATIONAL GREEN
TRIBUNAL, WESTERN ZONE BENCH, PUNE w.e.f. 01.04.2018**

Tender No: NGT/WZB/PUNE/Tender for Security Dated 01.03.2018

DURATION OF SALE OF TENDER DOCUMENT	: 01.03.2018 to 19.03.2018
PRE- BID MEETING	: 16.03.2018 at 11:00 hrs.
BID SUBMSSION	: 20.03.2018 up to 15:00 hrs.
BID OPENING	: 20.03.2018 at 16:00 hrs.

TENDER NOTICE
FOR ANNUAL CONTRACT FOR SECURITY SERVICES
AT NATIONAL GREEN TRIBUNAL, WESTERN ZONE BENCH, PUNE
w.e.f. 01.04.2018 to 31.03.2019

Tender No: NGT/WZB/PUNE/Tender for Security Dated 01.03.2018

- i) Sealed tenders are invited from the eligible tenderers to provide Security services, as given in Scope of Work (Annexure-A), for 12 months from 01.04.2018 to 31.03.2019 as per terms & conditions of the tender document.

Name of Work	Bid Security (also known as Earnest Money) to be deposited except Micro and Small Enterprises	Last Date and Time for Receiving Tenders	Date of Tender Opening
Security Services to be provided at the Western Zone Bench Establishment at Pune	11,000/-	20.03.2018 up to 15:00 Hrs.	20.03.2018 at 16:00 Hrs.

- A set of tender document can be obtained from the Office of the Registrar, National Green Tribunal, (Western Zone Bench), D-wing, First Floor, New Administration Building, Opposite Council Hall, Pune- 411 001 on any working day from 01.03.2018 to 19.03.2018 between 10:00 AM to 05:00 PM
- ii) A Pre Bid meeting shall be held in the office of the Registrar, Western Zone Bench, D-wing, First Floor, New Administration Building, Opposite Council Hall, Pune- 411 001 to clarify any queries of the Tenderer on 16.03.2018 at 11:00 hours.
- iii) Details of the Tender Document can be seen at website www.greentribunal.gov.in. The Tender document can also be downloaded from this website.
- iv) Bid Security / Earnest Money may be in form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks.
- iv) The Registrar, National Green Tribunal, Western Zone Bench, D-wing, First Floor, New Administration Building, Opposite Council Hall, Pune- 411 001 reserves the right to accept or reject the tender without assigning any reason thereof.

-Sd/-
(Subhash K. Karhale)
Registrar
National Green Tribunal
Western Zone Bench, D-wing
First Floor, New Administration Building
Opposite Council Hall, Pune- 411 001

TENDER DOCUMENT
FOR ANNUAL CONTRACT FOR SECURITY SERVICES
AT NATIONAL GREEN TRIBUNAL, WESTERN ZONE BENCH, PUNE
for the Period from 01.04.2018 to 31.03.2019

Tender No: NGT/WZB/PUNE/Tender for Security Dated 01.03.2018

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Section – I

General Instructions to Tenderers

1. Definitions and Abbreviations:

1.1 The following definitions and abbreviations, which have been used in these documents, shall have the meanings as indicated below:

1.2. Definitions:

- (i) “Bench” means the Bench of National Green Tribunal, Western Zone, Pune, where the Security services are required to be performed as specified in the Contract.
- (ii) “Contract” means the written agreement entered into between the Tender Inviting Authority and the Contractor, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (iii) “Contractor” means the successful tenderer selected for execution of contract for Security services.
- (iv) “Day” means calendar day.
- (v) “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (vi) “Services” means the scope of work together with articles, material, consumables, instruments, machinery, equipment etc. which the contractor is required to deliver at the Bench Establishment/premises under the contract.
- (vii) “Tender Inviting Authority” OR “Client” or “Tender Acceptance Authority” or “Contracting Authority” means the Registrar, National Green Tribunal, Western Zone Bench, D-wing, First Floor, New Administration Building, Opposite Council Hall, Pune- 411 001
- (viii) “Nodal Officer” is the designated officer of the National Green Tribunal (Western Zone Bench) Pune nominated by the Tender Inviting Authority who supervises the work performed by the Contractor.
- (ix) “Performance Security” means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract awarded to it. Performance Security is also known as Security Deposit.
- (x) “Tender” means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (xi) “Tenderer” means Proprietorship / Partnership / Pvt. Limited / Limited company, Societies/ Trust registered in India

1.3 Abbreviations:

- (i) “BG” means Bank Guarantee
- (ii) “SCC” means Special Conditions of Contract
- (iii) “GCC” means General Conditions of Contract
- (iv) “GIT” means General Instructions to Tenderers
- (v) “NIT” means Notice Inviting Tenders.
- (vi) “TE Document” means Tender Enquiry Document
- (vii) “GST” means Goods and Services Tax
- (viii) MoEF&CC means Ministry of Environment, Forest and Climate Change
- (ix) TIA means Tender Inviting Authority
- (x) “NGT” means the National Green Tribunal
- (xi) “WZB” means the Western Zone Bench
- (xii) “LOA” means Letter of Acceptance
- (xiii) “CA” means Contract Agreement

2. **Scope of Services:** The Scope of Services are given in **Annexure-A**.
3. **Site Visit:** Eligible firms are advised to visit the NGT (WZB) Pune to get the onsite assessment of the work on any working day between 10:00 AM to 5:00 PM by taking permission from the Registrar, NGT (WZB) Pune.

4. **Pre-bid Meeting and Clarifications:**

- (a) A pre-bid meeting shall be held in the office of the Tender Inviting Authority, on 16.03.208 at 11:00 hrs.to clarify any query of Tenderers regarding terms and conditions and scope of work. The Time, date and venue is mentioned in Section - I above. Attending pre-bid meeting is not mandatory.
- (b) Prospective tenderers may also send their queries, if any, latest by 05 days prior to due date for submission of Tender. The Tender Inviting Authority, Registrar, NGT (WZB) Pune shall issue necessary clarifications and amendment, if any, to the tender documents. Such clarifications / amendments shall be uploaded on the website www.greentribunal.gov.in

5. **Eligibility Criteria**

- (a) Tenderers should be registered agencies registered under Indian Registration Act 1908 / Indian Partnership Act 1932/ Companies Act 1956, providing similar kind of services for three years during the latest last five financial years (i.e. providing security services through Ex-servicemen/ Civil Guards) in Courts, Tribunals, Large Educational/ Research Institutions, Universities run by Central Government/ State Government Departments, Public or Private Sector Companies/ Undertakings, Autonomous Bodies.
- (b) The bidder must have a valid (as on bid submission date) license for security services of the private security agencies (Regulation) Act, 2005 and as amended/revised by Maharashtra State Government Security Agency Regulation.
- (c) The Tenderer must be well versed with the relevant labour laws
- (d) The Tenderer should be registered for Income tax, GST and EPF
- (e) The Tenderer should be registered under Contract Labour (Regulation and Abolition) Act, 1970 and should be valid at the time of bid submission date.
- (f) The Tenderer should not be debarred either by the Tender Inviting Authority or by any State Government or by Government of India.

6. **Qualification Criteria**

- (a) The Tenderer should have minimum three years' experience in doing similar nature of work and have successfully completed the same. In support of this, tenderer should submit the copy of such work orders along with satisfactory completion certificates issued from at least three clients.
- (b) The Tenderer should meet any one of the three criteria as under:
- i. Should have successfully completed ONE similar work of value equal to Rs.15 Lakh or more from any Court, Tribunal, reputed large Hospital/Educational/Research Institutions, Universities/hospitals run by Central Government/State Government Departments, Public or Private Sector Companies/ Undertakings, Autonomous Bodies in last three years.
- OR
- ii. Should have successfully completed TWO similar works of value equal to Rs.12 Lakh each or more each from any Court, Tribunal, reputed large Hospital/Educational/ Research Institutions,

Universities/ hospitals run by Central Government/ State Government Departments, Public or Private Sector Companies/ Undertakings, Autonomous Bodies in last three years.

OR

- iii. Should have successfully completed THREE similar work of value equal to Rs. 08 Lakh each or more from any Court, Tribunal, reputed large Hospital/Educational/ Research Institutions, Universities/hospitals run by Central Government/ State Government Departments, Public or Private Sector Companies/ Undertakings, Autonomous Bodies in last three years.
- (c) The Tenderer should have sufficient employees on its rolls specifically trained for Security work. Full list of the employees, viz., name, age, employee code, designation, experience in the field of Security, PF, ESI deduction and details etc. should be attached with the Technical Bid. Tenderer should also submit details of the health and safety measures which the tenderer has taken for his workers. The Tenderer should submit proof of ESI and EPF deduction & deposit to relevant authorities during last three financial years.

7. Documents required in support of eligibility and Qualification:

The Tenderer should submit the following documents along with Technical Bid:

- (a) The copy of Firm's Registration / Incorporation Certificate with relevant authority in India.
- (b) Self-attested copy of valid license for security services of the private security agencies (Regulation) Act, 2005.
- (c) Self-attested copy of valid registration certificate under Contract Labour (Regulation and Abolition) Act, 1970.
- (d) Statement of average annual turnover of latest last three years, in support of eligibility criteria mentioned above, from a registered practicing Chartered Accountant.
- (e) Audited Balance Sheet along with Profit & Loss Statement of latest three financial years.
- (f) EMD of required amount.
- (g) Income Tax clearance certificate and other relevant tax clearance certificate, if applicable of last financial year.
- (h) Self-attested copy of applicable registration certificate, Employee Provident Fund (EPF) and PAN card.
- (i) Self-attested copy of Registration certificate under Contract Labour (R & A) Act 1970.
- (j) Self-attested copies of work Orders and Client's Satisfactory Certificates in support of qualification criteria given above.
- (k) Declaration for not having been blacklisted by any Tender Inviting Authority or by any State Government or by Government of India.

8. Sale of Tender Document:

- (a) The complete set of tender documents may be obtained within the prescribed time by interested Tenderers on the submission of a written application to the Tender Inviting Authority.
- (b) The Tender document can also be downloaded from the website -----.

9. Tender Validity:

- (a) The Tender will be valid for a period of 180 days after the due date of submission of Tenders. A Tender valid for a shorter period shall be rejected by the Tender Inviting Authority as nonresponsive
- (b) In exceptional circumstances, prior to the expiry of the Tender validity, the Tender Inviting Authority may request the Tenderers to extend the Tender validity for further period as deemed fit. The request and the responses thereto shall be made in writing. A Tenderer may refuse the request without forfeiting its EMD. A Tenderer, agreeing to the request will not be required or permitted to modify its Tender.

10. Bid Security / Earnest Money Deposit (EMD):

- (a) The Tenderer is required to submit Earnest Money Deposit (EMD) of `11,000/-. The EMD should be in the form of Demand Draft/Bank Guarantee issued from any scheduled Bank drawn in favour of Registrar, National Green Tribunal payable at New Delhi. BG should be valid for at least 180 days beyond the date of tender submission date. Format of BG is at Annexure-F.
- (b) The Tenders found without EMD as above, shall be summarily rejected.
- (c) The earnest money (instrument in original as submitted) shall be refunded to the unsuccessful tenderer after finalization of the contract. It shall be refunded to the successful tenderer on receipt of the performance security deposit or adjusted with the performance security deposit.
- (d) No interest shall be paid on the EMD.

11. Bid Price:

- (a) The tender prices should be in Indian Rupee.
- (b) The tenderer shall quote for all work i.e. mentioned in Scope of Work, failing which the bid shall be considered non responsive.
- (c) Tenderers should submit all the details of bid prices as per format given in Annexure-E.
- (d) The remuneration for Security staff (skilled / semi-skilled / non-skilled) should not be less than prevailing labour rates as notified by Government of India, Ministry of Labour and Employment (Chief Labour commissioner) or respective district collectorate in the state of Maharashtra at the time of bid submission. The bids found quoting less than the said rates shall be rejected summarily. The rates quoted should reflect the bifurcation of **Basic Pay, VDA, EPF, ESI, Bonus, GST** (to the extent applicable), **Service charge etc.**
- (e) At any point of time, during currency of contract, the remuneration paid to the Security staff shall not be less than the statutory notified labour rates. If it becomes so due to revision in rates as notified by Government of India, Ministry of Labour and Employment (Chief Labour commissioner) or the District Collectorate, the contract amount shall be revised to the extent of increase in labour rates by the Contracting Authority.

12. Preparation and Submission of Tender:

- (a) Tenders are to be submitted as per two bid system i.e.- Technical Bid and Financial Bid.
- (b) The Tender should be typewritten and every correction and interlineations in the bid should be attested with full signature by the tenderer, failing which the bid will be treated as ineligible. Corrections done with correction fluid should also be duly attested and written again near the correction fluid.
- (c) All documents/papers should be numbered, signed and sealed by the Tenderer on each page.
- (d) Technical Bid should contain all the documents required in **Para 5, 6 & 7 above** and EMD as per **Para 10 above**. Technical Bid should also contain Tender Form as per Annexure- C, Declaration Form (Annexure- D), Manpower Details, Performance Statement, Details of Staff available with the Agency.

- (e) Financial Bid should only contain the Price Schedule duly filled as per format given in **Annexure-E** . No overwriting, corrections, interlineations etc. are permitted in the Financial Bid. If found, bid shall be liable to be rejected.
- (f) The rates should be quoted for the services to be provided as per instructions given in the tender document.
- (g) Both the bids (Technical and Financial) separately sealed in envelopes super-scribing as Technical Bid and Financial Bid, respectively. Both the sealed envelopes should be put in a third sealed envelope and should be super scribed as " Tender for Security Services at NGT (WZB) Pune.
- (h) Sealed Tenders should be addressed and submitted to the Registrar, National Green Tribunal, Western Zone Bench, D-wing, First Floor, New Administration Building, Opposite Council Hall, Pune-411001
- (i) Tender submitted or received after the closing date and time will not be considered and shall be returned to the Tenderer unopened.

13. Opening of Tenders:

- a) The Tenders shall be opened at the scheduled date, time and venue by the committee constituted by the Tender Inviting Authority. The Tenderers' representative may attend the Tender opening.
- b) During the tender opening as above, the envelopes containing Technical Tender shall be opened. The envelopes containing Price Tender shall be signed by all committee members and kept unopened for opening at later date.
- c) The date and time of opening of Price Tenders shall be informed to all such Tenderers who qualify in technical evaluation. The tenderer's representative may choose to attend the opening of Price Tender.
- d) In the event, the date of opening as above is declared Govt. Holiday, the tenders shall be opened at the same time on the next working day.

14. Evaluation of Tenders:

- (a) The committee constituted by the Tender Inviting Authority shall evaluate the Technical Bids with reference to technical requirements and various other commercial criteria given in the Tender Document.
- (b) The Technically qualified bids shall be further considered for opening and evaluation of financial bids.
- (c) The Tenderer quoting the lowest feasible bid amount for the services defined in the Scope of Work shall be considered for award of contract.
- (d) In case more than one price bid quoting the same rates are received, the **winning bidder shall be selected through lottery.**

15. Performance Security Deposit and Award of Contract:

- (a) On being informed about the acceptance of the Tender and before signing the agreement, the successful Tenderer shall deposit, within 15 days from the date of acceptance of tender, performance security amount, equal to 10% of contract value, in the form of unconditional irrevocable Bank Guarantee (as per format given in **Annexure-G**) pledged to Tender Inviting Authority valid for 13 months from the date of signing of the agreement.
- (b) The successful Tenderer shall execute an agreement (As per format given in **Annexure-H**) on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the tenderer) within 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted. This intimation would be done through Letter of Acceptance (LOA).

- (c) If the successful Tenderer fails to execute the agreement and / or to deposit the required security deposit within the specified time or withdraw his tender, after the intimation of acceptance of his tender (LOA) has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the EMD deposited by him along with the tender shall stand forfeited by the Tender Inviting Authority.

16. Effectiveness and Duration of Contract

The contract shall come into effect on the date of signing by both the parties. The contract shall be valid for a period of 12 (twelve) months from the date of commencement of services or 01st April 2018, whichever is later.. The contract can be extended for a maximum duration of 6 months on the same terms and conditions.

17. Commencement of Services

The Service Provider should commence the security services within 30 days of signing of contract or any other date mutually agreed by both the parties, however the same can be further extended with the mutual consent of both the parties. It is likely to commence on 01st April 2018 and continue for a period of one year.

Section-II

General Conditions of Contract

- 1) Contractor shall give preference in selection of security staff who are already working in any of the Benches of NGT, in case such staff agree to work on the specified terms & conditions.
- 2) The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. The security persons deployed by the contractor 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, if required.
- 3) This contract involves watch and ward duty without arms.
- 4) The contractor should ensure the Health and Safety measures of the employees, deputed for the works at his end. The contracting authority may also conduct health checkup of the staff deployed at regular intervals at the contractor cost if required. The staff deployed by the contractor should not be suffering from any communicable disease and must be in sound health.
- 5) The security agency may employ manpower from the category of Ex-Servicemen not above the age of 50 years. In such case, the contractor shall provide satisfactory proof of Ex-Servicemen status of the Security Guards before their deployment in the NGT (WZB) Pune. The security agency shall not employ any person below the age of 18 yrs. and above the age of 50 years. Employment of child labour will lead to the termination of the contract.
- 6) The Contractor should be in a position to provide civilian female security guards if warranted by such circumstances, on being intimated by the Registrar, NGT (WZB) Pune or any other officer authorized by him.
- 7) If the Contractor is a Registered Company / partnership of two or more persons, all such persons shall be jointly and severally liable to the NGT (WZB) Pune for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as authorized signatory with authority to sign. The Company / partnership shall not be altered without the approval of the Registrar, NGT (WZB) Pune, during the currency of the Contract.
- 8) The contractor shall engage only such workers, whose antecedents and health have been thoroughly verified, including character and police verification and other formalities. The contractor shall be fully responsible for the conduct of his staff. The contractor shall submit copies of the discharge books of ex-servicemen to NGT (WZB) administration, before their deployment.
- 9) The contractor at all times should indemnify contracting Authority against all claims, damages or compensation under the provisions of payment of wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act 1938, the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereof and rules made thereunder from time to time. Contracting authority will not own any responsibility in this regard. Payment of minimum wages, notified by the government, shall be ensured all the time.
- 10) The Security staff deployed through contractor shall not claim any benefit, compensation, absorption or regularization of their services in the govt. establishment either under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970. The contractor should have to obtain an undertaking from the deployed persons to the effect that the deployed person is the employee of the contractor (agency) and shall submit the said undertaking to the Contracting Authority. In the event of any litigation on the status of the deployed persons, the Contracting Authority/Society shall not be a necessary parties, however, in any event, either the deployed persons or to the order of the Court, the National Green Tribunal is made necessary parties in dispute to

adjudicate the matter, the contractor has to reimburse the expenditure that would have been borne by the Contracting Authority.

- 11) The Security staff deployed by the contractor shall not divulge or disclose any details of office, operational process, technical know-how, security arrangement, administrative / organizational matters to any third person, as all of that are confidential and secret in nature. In the event of being found that the official secrecy has been disclosed and for the purpose of security arrangement and/or for other purpose, it is desirable to remove the said person, the Registrar, NGT (WZB) Pune has every right to remove the said person, immediately and responsibility if any to be borne by the contractor.
- 12) The contractor 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.
- 13) All liabilities arising out of accident or death while on duty shall be borne by the contractor.
- 14) Adequate supervision will be provided to ensure correct & effective performance of the security services 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. The vehicles that enter into the premises must be identified, noted in the register and parked at designated places.
- 15) Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the areas of the NGT (WZB) Pune premises.
- 16) The contractor shall have his own Establishment/Set up/Mechanism to provide training of guards to ensure correct and satisfactory performance of duties and responsibilities under the contract.
- 17) That in the event of any loss occasioned to the NGT (WZB) at Pune, as a result of any lapse on the part of the contractor as may be established after an enquiry conducted by the NGT authorities, such loss will be made good from the amount payable to the contractor. The decision of the Tender Inviting/Accepting Authority in this regard will be final and binding on the agency.
- 18) The Contractor shall do and perform all such security services, acts, matters and things connected with the administration, security and conduct of security personnel as per the directions enumerated herein and in accordance with such directions, which the nodal officer may issue from time to time and which have been mutually agreed upon between the two parties.
- 19) The NGT authority shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Tender Inviting Authority/Nodal officer of the NGT (WZB) at Pune.
- 20) The contractor shall be responsible to protect all properties and equipment of the NGT (WZB) at Pune entrusted to it.
- 21) The personnel engaged by the contractor shall be smartly dressed in neat and clean uniform and are required to display photo identity cards, failing which it will invite a penalty of **Rs.200/-** on each occasion. The penalty on this account shall be deducted from the Contractor's bills.
- 22) The personnel engaged should be of robust physique and project an image of utmost discipline. They have to be extremely courteous with pleasant mannerism in dealing with the Hon'ble Members/Staff/Clients/Advocates/visitors etc. The NGT authority shall have right to have any person removed in case the security personnel is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases.

- 23) The eight hours duty will normally commence from 9:30AM to 05:30 PM on each working day. But the timings may vary as per requirement and can be fixed by the NGT authorities from time to time depending upon the requirements. Second Saturdays and Sundays remain holiday but the security personnel deployed may be called as per requirement, which would be intimated accordingly in advance.
- 24) The security personnel deployed by the Contractor shall work under overall supervision & direction of the Nodal Officer of the NGT (WZB) Pune entrusted to it or under the Tender Inviting/Accepting Authority as the case may be. The Tender Inviting Authority/Nodal Officer shall specify the services of guards to be obtained. The duty of the security personnel may vary as per requirement which would be intimated accordingly.
- 25) The Contractor will properly maintain muster roll of the person employed/engaged in connection with the work at the premises of the NGT (WZB) at Pune and should submit the same as and when required by NGT authorities.
- 26) Payment will be made within a period of 30 days after submission of the bill and all necessary documents in triplicate. Payment of the bill will be based on computerized printouts in standardized proforma approved by Tender Inviting Authority along with attendance sheet in respect of the persons deployed duly verified by the concerned nominated Nodal Officer for actual hours manned/operated by the personnel supplied by the contractor.
- 27) No other claim on whatever account shall be entertained by the NGT Authorities. The Contractor will ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted:
- a. Contractor shall pay their entitled wages by 10th of the following month. It shall not be linked to the payment of the bill or need for the checking & verification, at their end.
 - b. Payment to such workers must be made by the service providers through e-transfer only. To ensure this, service providers will get a bank account opened for every engaged worker.
 - c. In order to ensure that such workers get their entitled wages by 10th of the following month, the following schedule will be adhered to:
 - i. Monthly bill cycle will be from 1st day of the previous month to last day of the month.
 - ii. Monthly bill as per above cycle, will be submitted by the service providers in first week of following month.
 - d. The service provider must ensure that entitled wages of the workers are credited to their bank account on the 10th of the following month, Service provider will not be given any relaxation in this matter.
 - e. While submitting the bill for the next month, the service provider must file a certificate certifying the following:
 - i) Wages of workers were credited to their bank accounts on (date).
 - ii) ESI Contribution relating to 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 Wages Act.

f. Payment authority reserves the right to ask for a certificate issued from nodal officer (s)/Registrar (WZB) at Pune certifying that the Contractor has provided satisfactory services in that particular premises and in that Bill period for which the contractor has submitted invoice (s) for payment. It is the responsibility of the payment authority to get such certificate (s) from nodal officer/ Registrar NGT (WZB) at Pune and if nodal officer/Registrar NGT (WZB) at Pune fails to issue such certificate in time, it would be presumed that services being provided by the contractor are satisfactory.

g. The service provider should submit the bill in accordance with the above time schedule.

28) Any damage or loss caused by contractor's persons to the National Green Tribunal in whatever form would be recovered from the contractor.

29) The Tender Inviting Authority or its representative or the designated nodal officer will brief the contractor about the security perception and its sensitivity to the personnel to be deployed by the contractor under the contract 2 to 3 days prior to the commencement of the Contract and this period will not be counted as manned by contractor's personnel for the purpose of payment under the contract.

30)

a. In case any of contractor's personnel deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards absent on that particular day shall be levied by the NGT authority and the same shall be deducted from the contractor's bills.

b. In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty of Rs. 200/- per vacant point per day be deducted from the contractor's bill.

c. In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel & is assessed as true by NGT administration, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Besides the Security Guard found involved in the incident shall be removed from the NGT (WZB) Pune premises immediately.

d. In case the contractor fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, Tender Inviting/Accepting Authority or the designated nodal officer of NGT (WZB) Pune reserves the right to impose the penalty as detailed below:-

i. 1% of annual cost of order/agreement per week, up to four weeks' delay.

ii. After four weeks delay the Tender Inviting/Accepting Authority reserves the right to cancel the whole contract or part thereof and withhold the agreement and get this job carried out from other contractor in open market. The difference if any will be recovered from the defaulter contractor and his earnest money/security deposit may also be forfeited.

31) In the event of any breach/violation or contravention of any terms and conditions contained herein by the Contractor, the Security Deposit of the Contractor shall stand forfeited.

- 32) Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
- 33) During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices or causing any loss of property in the NGT premises, the Tender Inviting/Accepting Authority shall be entitled to terminate the contract forthwith duly forfeiting the Contractor's Performance Guarantee (Security Deposit).
- 34) The Contractor shall not engage any such sub- contractor or transfer the contract to any other person in any manner.
- 35) The contractor shall indemnify and hold the Tender Inviting Authority/designated Nodal Officer harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
- 36) The bidder shall get guards screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Registrar NGT (WZB) Pune/Nodal Officer will be at liberty to get anybody re-examined in case of any doubt. Only physically fit personnel shall be deployed for duty.
- 37) Security staff engaged by the contractor shall not take part in any of the activities of NGT pertaining to NGT officials.
- 38) The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements
- 39) Agency will provide mobile phone or ensure that each Guard on duty is in possession of mobile phone or other communication equipment to ensure effective timely communication as per need.
- 40) The NGT authorities shall not be responsible for providing residential accommodation to any of the employee of the contractor.
- 41) The NGT authorities shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The NGT authorities do not recognize any employee employer relationship with any of the workers of the contractor.

- 42) 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 been done by the agency under the tender, it shall be recovered by the Tender Inviting/Accepting Authority from the agency.
- 43) If any underpayment is discovered, the amount shall be duly paid to the agency by the Tender Inviting/Accepting Authority.
- 44) The Contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Tender Inviting/Accepting Authority.
- 45) The Contractor will have to enclose the proof / copies of the challans showing payment of statutory dues for the previous month along with monthly bills.
- 46) The Contractor should have their own supervisory and quick response team in nearby cities or place of contract to deal with any emergent situations and solve the problem within five hours of receipt of the information.
- 47) The Contract shall initially be valid for a period of One Year and can be extended further for another 6 months on the same terms and conditions of the contract and at the same rates. The rates quoted by the bidder shall remain unchanged during the period of contract. Beyond this period, no extension shall be granted or made by the Tender Inviting/Accepting Authority.
- 48) Contracting authority however, reserves the right to terminate the contract by serving three months' notice, in writing if the NGT administration is not satisfied about the services of the contractor. The contractor may also ask for the same by giving three months' notice to the Contracting Authority giving reasons thereof.

49) In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the contractor will be liable to be forfeited by contracting authority besides annulment of the contract.

50) Scope of work and services:

- 1) Details of the scope of work are enclosed at Annexure –A
- 2) Number of Manpower and details of liveries to be used at Security job are given at Annexure - B.
- 3) The numbers given in Annexure -B are the Minimum. The contractor shall provide resources, to meet the contractual obligations. All the resources mentioned at Annexure-B and other items required as & when, shall be provided by the contractor within the cost of his/her management fee. No extra payment shall be made for providing extra resources to NGT (WZB) Pune entrusted to the contractor. The payment for extra manpower will be proportional to the rate accepted in the agreement.

51) Variations

The NGT administration may order variations in the scope or quantum of work through a written variation order. The payment for the variation shall be worked out on the basis of quoted rates for manpower.

52) Risk Clause:

- a. The contractor shall at all times have standby arrangements for carrying out the work under the contract in case of any failure of the existing arrangement. Contracting Authority reserves the right for termination of the contract at any time by giving three month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderer at the risk & cost and responsibilities of existing contractor and excess expenditure incurred on account of this will be recovered from the contractors Security Deposit or pending bill or by raising a separate claim.
- b. All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the nodal officer of NGT (WZB) Pune/Tender Inviting Authority/Contracting Authority. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the NGT authority, and shall not knowingly lend to any person or company any of the effects or assets of the NGT premises, under its control.
- c. In the event of loss/damage of equipment etc. at the NGT (WZB) Pune premises due to negligence/carelessness of contractor staff, if established after a joint enquiry, then the contractor shall compensate the loss to NGT. The contractor or its representative/s shall meet the designated respective nodal officer/Tender Inviting Authority or his representative(s) regularly to take feedback regarding the Security Services.
- d. The contractor will also maintain a complaint/suggestion book where his/her staff is deployed, for comments on the Security services.
- e. The contractor shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the NGT premises and shall indemnify by any act of the contractor or its employees or staff etc.
- f. The contractor shall not assign or sublet this Agreement or any part thereof to any third party.

- g. Training on behavior aspects and ethics must be done regularly. NGT working practices and procedures, to the extent related with the security personnel deployed, should be communicated to all contract staff. Training report/guidance note of the same must be submitted once in a month, if required.

53) FORCE MAJEURE

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge its obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligation under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to (if any) or thirty days, whichever is more, either party may at its option terminate the contract.

54) OBLIGATION OF THE CONTRACTOR :

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgments evidencing filing of returns every year and shall keep the Tender Inviting Authority/Contracting Authority/designated Nodal Officer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise. The contractor shall also comply with all applicable statutory liabilities such as labour laws etc.

55) Dispute Settlement :

- i) All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either party to the agreement to the other and to the Contracting Authority i.e. Registrar, NGT (WZB) Pune, be referred for adjudication to the Hon'ble Registrar General, NGT, Principal Bench, New Delhi.
- ii) The Award of the Hon'ble Registrar General, NGT, Principal Bench, New Delhi shall be final and binding on the parties to the Agreement.
- iii) The work under the Contract shall, however, continue during the Arbitration/adjudication proceedings.
- iv) The Hon'ble Registrar General, NGT, Principal Bench, New Delhi may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
- v) Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, shall apply to the Arbitration proceedings under this Clause.
- vi) The Contract shall be governed by and constructed according to the laws in force in India. All the correspondence shall be made either in English or Hindi language.

SCOPE OF WORK OF THE SECURITY AGENCY

The contractor shall have to provide security services in the entrusted NGT premises as mentioned in this tender document.

The agency shall ensure protection of the officials, personnel & property of the National Green Tribunal, prevent trespass with/without arms, perform watch and ward functions and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle inside the NGT premises. In case of any incident such as theft, robbery, fight, accident inside NGT premises, it is the responsibility of Security agency to coordinate with Nodal designated Officer in lodging of FIR, legal proceeding etc.

DUTIES AND RESPONSIBILITIES OF SECURITY STAFF

1. The Security Agency will be responsible for overall security arrangements of the NGT premises entrusted/ covered in the contract.
 2. Security Agency will ensure that all instructions of the administration are strictly followed and there is no lapse of any kind.
 3. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the Nodal Officer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
 4. Deployment of Guards/Security Supervisors will be as per the instructions of the authorities of the Hospital from time to time and the security agency will be responsible for their optimum utilization.
 5. Entry of the street - dogs and stray cattle into the premises is to be prevented. The y should be at once driven out.
 6. The Guards on duty should take care of all the water taps, valves, water hydrants, etc. installed in the premises.
 7. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
 8. The Security Guards should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire- fighting material available on the spot. They will also help the fire-fighting staff in extinguishing the fire or in any other natural calamities.
-
9. In emergency situations, security staff deployed shall also participate as per their role defined in the disaster plan, if any, of the NGT. Security personnel should be sensitized for their role in such situations.

10. The Security Guards are required to display mature behavior, especially towards female staff, female visitors, officials and elderly persons. The Security Guards shall also assist the handicapped patients/visitors in reaching their desired locations, and also provide assistance to the senior citizens in reaching the desired location/spot.
11. The Security Guard on duty shall not leave the premises in between the working hours as specified in this Tender document.
12. Any other duties/responsibilities assigned by the NGT Administration may be incorporated in the agreement. The same shall also be binding on the contractor.
13. The parade ceremony shall be performed on the occasions of National Festivals (26th January & 15th August) by the Security agency through the Security staff, and on the visit of any Govt. Dignitaries like Honble Judges, Governor, Ministers, Defense Chief, Eminent Scientist, Noble Laureates etc. salute ceremony (Guard of Honor) shall be organised on behalf of Security agency (if required).

Resource Requirement**THE CONTRACTOR HAS TO PROVIDE THE FOLLOWINGS:**

S.N	Description	Minimum Number required (Mandatory)	Penalty charges per week in case of non availability of equipment/tools (in Rs.)
1	Rain coats	For all gatekeeping staff	100/-
2	Umbrellas	For all gatekeeping staff	50/-
3	Mobile phone for staff	For all the security staff	200/-
4	Hand held torch (depending upon visibility, if required)	For all Security Staff	50/-
5	Shirt & Trousers, Cap Shoes, Belt, Name Tag for each Security Staff posted.	For all Security Staff	200/- (per day/ per guard)
6	Woolen jacket/Sweater (for winter season)	For all Security Staff	200/- (per day/ per guard)

The number of items given above is to be maintained at site hence the necessary stand by arrangement of equipment, materials shall be the contractor's responsibility. Any shortage in the above if observed at site the necessary penalties will be imposed.

Note: No extra payment shall be paid to the contractor towards providing the above. He/she has to manage above items within the quoted Management Fee/Service Charges.

MAN POWER REQUIREMENT:

S.No.	Manpower description	Qualifications & experience	Nos.
1	Security Personnel	Matriculate (10th) having experience of at least 5 years as Security Guards, age should not be above 50 years on the last date for Tender.	02

It is the responsibility of contractor to provide minimum no. of manpower as per the schedule. All the Security staff posted by the contractor shall be verified of their police records and other information prior to their deployment at NGT (WZB) Pune. Contractor shall not place any security staff in the NGT premises where the relatives of that particular security staff are working.

Penalties: The penalties will be imposed on violation of terms and conditions of agreement as per the list given below:

S.N.	Description of Irregularities	Penalty
1	If the required workers are less than the minimum required.	@ Rs. 200/- per worker /day
2	Staff not in Uniform/ without I-Card.	@ Rs. 200/- per worker /day
3	Misbehavior by the Contract Manpower with NGT employee or Clients/ visitors.	@ Rs. 500/- per incident
4	Recurring of irregularities given at Sr.No. 1 to 3	Double the penalties amount mentioned in Sr. No. 1 to 3

Note : In case the agency fails to provide any of the equipment, tackles continuously for a period of 15 (fifteen) days, Tender Inviting Authority/ designated Nodal Officer has the right to purchase the non-available equipment/tools or tackles on the market rates and deduct the cost of same from the contractors bill in addition to the imposition of applicable penalties.

TECHINAL TENDER FORM

Date_____

Ref. Your Tender Document No. NGT/WZB/PUNE/Tender for Security Dated 01.03.2018

To,

The Registrar
National Green Tribunal
Western Zone Bench, D-wing
First Floor, New Administration Building
Opposite Council Hall, Pune- 411 001

We, the undersigned have examined the above mentioned Tender document. We now offer to deploy Security staff to perform duties as mentioned in Scope of Work at Annexure-A and at the rates as mentioned in our financial bid.

1. If our tender is accepted, we undertake to perform the services in accordance with the terms and conditions in the Tender document.
2. We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of the Tender Document for due performance of the contract.
3. We agree to keep our tender valid for acceptance as required in the Tender Document, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
4. We further understand that you are not bound to accept the lowest or any tender you may receive against your above referred tender enquiry.
5. We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
6. We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Document, including amendment/ corrigendum if any.

(Signature with date)

(Name and designation) Duly authorised to sign tender for and on behalf of
_____ **(Name of Tenderer)**

N.B : The above tender form, duly signed and sealed by the authorised signatory of the company, should be enclosed with Technical Tender.

Declaration

1. I, son/daughter of Shri....., proprietor/partner/director/authorized signatory of M/s, am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
3. The information / documents furnished along with the above applicable are true and authentic to the best of my knowledge and belief. I/we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage liabilities towards prosecution under appropriate law.

Signature of Authorized Person

(Name, designation and seal)

Date :

Place :

N.B : The above declaration, duly signed and sealed by the authorised signatory of the company, should be enclosed with Technical Tender.

B. PROFORMA FOR THE PERFORMANCE STATEMENT OF TENDERER (of latest last three years):

Sr. No.	Name and address of client; Name, designation and contact no./e-mail id. of the officer concerned	Contract details including total manpower deployed	Value of Contract (Rs.)	Duration of the contract (From to To)	Client satisfactory certificate enclosed (Yes/No)
	Additional information, if any				

Signature of tenderer

Name and designation of signatory with seal

Date:

Place:

N.B: The above details, duly signed and sealed by the authorised signatory of the company, should be enclosed with Technical Tender.

FINANCIAL BID FOR SECURITY SERVICES
(to be printed on letter head of Tenderer)

FINANCIAL BID FOR SECURITY SERVICES

A. Manpower Charges:								
	Description of manpower and accessories required for Security Services:	Rate per month per worker					Total Nos.	Amount per month
		Amt. Per worker	EPF	Bonus	ESI	Total		
1	Trained Security Staff in Uniform with I-Cards, Shoes, Belts, Cap and name plates etc. for providing round the clock Security Services at health facilities.						02 Nos. Security manpower excluding relievers	
Manpower charges claimed as wages by the contractor shall be reimbursed on the basis of payment made by contractors to their workers deployed at NGT (WZB) Pune.								
B. Management Fee/Service Charges :							Amount per month	
Service charge/management fee should include all expenditure on providing resources/ managerial / supervisory / administrative services by all means to get the work done through the deployed Security Staff. This shall be based on total amount of A in percentage <i>(Non-realistic/vague quotation of this amount may lead to disqualification)</i>							%	
Total (B) per month. in (Rs.)								
Total (A+B) One Month. in (Rs.)								
Total (A+B) One Year. in (Rs.)								

No overwriting, corrections, interlineations etc. are permitted in the Financial Bid. If found, bid shall be liable to be rejected.

Note : (A) The minimum wage rates of manpower is as per applicable Central Government or district government Rules and shall vary according to the amendments/increments enforceable by the Government from time to time, however the offered rate/amount of items no. B shall remain constant and will not exceed in any case during the currency of the contract. **If the bidder quotes wages (of the required manpower) less than the prevailing Central Government or Collectorate Labour Rates, his/her bid shall be rejected summarily.**

(B) The agency will have to provide two sets of uniform per year including I Cards, Shoes , Cap, Belts to all the workers & gum boots, rain coat (to whom required as per work allocation) of good quality and shall be approved by the Tender Inviting Authority. The dress includes full trousers, & shirt with full sleeves.

(C) If VAT/GST is applicable & charged in the invoice and TDS (Tax Deducted at Source) is applicable, the same shall be deducted as per governing rules.

The contractor has to ensure payment to its staff not less than current minimum wages rates (bidder may quote higher rates) applicable in the respective district government rules/Central Government

rules to the workers deployed at entrusted NGT premises. The contractor will have to make payment through e-transfer after opening of individual bank account for the workers deployed and also forward the copy of the monthly bank statements of the concerned workers to TIA/Nodal officer. Further, the copy of ESI cards, EPF No. issued to the workers should also be submitted to the TIA/Nodal officer, where ever applicable.

Note: Quoted amount shall be inclusive of all taxes excluding Service Tax. Service Tax shall be paid if applicable. Taxes may be reflected separately in the column of Service charge above.

I/we also declare that, I/we will abide by all the rules and regulation of the tender document and applicable government rules, if awarded the Tender. I/we are also aware that the Tender Inviting Authority reserves his right to cancel our Tender in part or full without assigning any reason, what so ever, and for the same, I/we will have no right to challenge the same in any court of law.

Signature of Authorised Person

Date :

Full Name:

Place :

Company's Seal:

BANK GUARANTEE FORM FOR EMD

In consideration of the Registrar, National Green Tribunal (Western Zone Bench) Pune (hereinafter called the "Tender Inviting Authority" or "Client") has floated tender no. -----(hereinafter called "said tender"), for annual contract of Security services as per terms and conditions mentioned in the above tender, M/s -----(hereinafter called "Tenderer") has decided to participate in above tender process and agreed to production of an irrevocable bank guarantee for Rs._____ (Rupees _____ only) as an Earnest Money Deposit (EMD) towards compliance of its obligations in accordance with the terms and conditions in the said tender.

We _____ (hereafter referred to as the "Bank") hereby undertake following:

1. We undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the contractor(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 bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
2. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said tender, and it shall continue to be enforceable till all the dues of the Client under or by virtue of the said tender have been fully paid, and its claims satisfied or discharged, or till the Client certifies that the terms & conditions of the said tender have been fully and properly carried out by the said contractor, and accordingly discharge this guarantee
3. We further agree with the Client that the Client shall have the full liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said tender or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said tenderer or for any forbearance, act of omission on the part of the Client or any indulgence by the Client to the said tenderer 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.
4. This Guarantee will not be discharged due to the change in the constitution of the Bank or the tenderer.
5. We lastly undertake not to revoke this Guarantee except with the prior consent of the Client in writing.
6. This guarantee shall be valid up to unless extended on demand by the Client. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs._____ (Rupees _____ only) and unless a claim in writing is lodged with us under this Guarantee shall stand discharged.

(Signature of the authorised officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

Proforma of Performance Bank Guarantee

In consideration of the Registrar, National Green Tribunal (Western Zone Bench) Pune (hereinafter called the “Client”) having offered to accept the terms and conditions of the proposed agreement (hereinafter called the “said Agreement”) between Registrar, National Green Tribunal (Western Zone Bench) Pune and M/s..... (hereinafter called the “said Contractor”) for the work of Security Services having agreed to production of an irrevocable bank guarantee for Rs._____ (Rupees _____ only) as a security / guarantee from the contractor for compliance of its obligations in accordance with the terms and conditions in the said agreement.

We _____ (hereafter referred to as the “Bank”) hereby undertake following:

1. We undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the contractor 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 bond shall be a valid discharge of our liability for payment thereunder, and the contractor shall have no claim against us for making such payment.
2. We 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 it shall continue to be enforceable till all the dues of the Client under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Client certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharge this guarantee.
3. We further agree with the Client that the Client shall have the full liberty without our consent , and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance, act of omission on the part of the Client or any indulgence by the Client to the said contractor 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.
4. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
5. We lastly undertake not to revoke this Guarantee except with the prior consent of the Client in writing.
6. This guarantee shall be valid up to unless extended on demand by the Client. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs._____ (Rupees _____ only) and unless a claim in writing is lodged with us this Guarantee shall stand discharged.

Dated the _____ day of _____ for _____

Format of Contract Agreement

(On Rs. 100/- Non-judicial Stamp Paper, see Clause 15)

THIS AGREEMENT made on the day of, 2018 Between _____
_____ (hereinafter called "the Client") of the one part and M/s _____
_____ (hereinafter called "the Contractor") of the other part:

WHEREAS the Client is desirous that certain services viz. Security Services in the tender reference no. _____ Dated _____ and has accepted a bid by the Contractor for the performance of services for the sum of Rs. _____ /- (*Rupees* _____ *only*) (hereinafter called "the Contract Price") as per rates given in the financial bid of its tender.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to, and they shall be deemed to form and be read and construed as part of this agreement.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- a) The Letter of Acceptance (LOA) issued by the Client.
- b) The supplier's bid including enclosures, annexures, etc.
- c) The General Conditions of the Contract
- d) The Scope of Work
- e) The Financial Bid
- f) Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the bidder which are acceptable to the contractor and the entire Addendum issued as forming part of the contract.

3. In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Client to provide, the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Client hereby covenants to pay the Contractor in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the services which shall be provided by the Contractor are as under.

Sl. No	Brief Description of Services	Contract Duration	Total Price	Service tax/GST/other taxes, if any in %	Total value inclusive of Service tax
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				and total tax	
1	Provision of 02 nos. of security personnel at NGT (WZB) Pune as per details in the Tender Document	One year w.e.f. 01.04.2018 to 31.03.2019			

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year written above.

Signed, Sealed and Delivered by

The Registrar, NGT (WZB), Pune (Client)

In the presence of.....

Signature

Name

Address

Witness 1. 2.

Signed, Sealed and Delivered by

M/s. _____ (For the Contractor)

In the presence of

Signature

Name

Address

Witness 1. 2.