

CORRIGENDUM

**INDIAN COUNCIL OF PHILOSOPHICAL RESEARCH
DARSAHAN BHAWAN, 36, TUGHLAKABAD INSTITUTIONAL AREA
(NEAR BATRA HOSPITAL), M.B. ROAD
NEW DELHI- 110062**

Indian Council of Philosophical Research is an Autonomous Body fully funded by the Ministry of Human Resource Development, Government of India. The Council requires 06 numbers Security Guard staff arrangement for its Delhi Office. **Earlier tender enquiry dated 03 August 2020 may be ignored due to some minor correction.**

Quotation are invited for the following services in a sealed envelope by **12.00 p.m.** on 17th August 2020 and may be forwarded to the Director (A&F), Indian Council of Philosophical Research, Darshan Bhawan, 36 Tughlakabad, Institutional Area, Near Batra Hospital, M.B. Road, New Delhi-110062 by Registered post or deposited by hand in tender box placed at Security Guard room at ICPR, New Delhi. The advertisement in this regard has also been published in the website of the Council www.icpr.in.

The details of Technical Bid is placed at annexure-I and details of Commercial Bid is placed at annexure-II.


(Lt. Cdr. Pawan Deep)
Director (A&F)
05 August 2020



भारतीय दार्शनिक अनुसंधान पारषद्

(भारत सरकार, मानव संसाधन विकास मंत्रालय)

INDIAN COUNCIL OF PHILOSOPHICAL RESEARCH

(Government of India, Ministry of Human Resource Development)



Corrigendum

F.No.16-1/2020/A&F/ICPR

5th August 2020

In continuation of quotation for award of Security Guards contract even number dated 3.8.2020 regarding six numbers of Security Guard staff for ICPR, New Delhi, the following changes are effected for read:

Sub: Quotation for award of contract for providing Security Guards/Watchmen.

1. Indian council of Philosophical Research, New Delhi is interested in having a contractual arrangement with a suitable placement agency for providing Security Guards on contract basis. The general terms and conditions are as under: -
 - (i) The contract shall ordinarily be in force for one year from the date of award of contract subject to extension each year on certificate of satisfactory performance of the firm. The Council shall have the right to terminate the contract by giving one-month notice without assigning any reason whatsoever.
 - (ii) The Agency shall not engage the services of any sub-contractor or transfer the contract to any other person.
 - (iii) The Agency shall be fully responsible and answerable to the Council for the performance of the contract entrusted to them under the contract and also for any act of commission and/or omission on the part of the workers deployed by them.
 - (iv) Escalation of wages shall not be accepted on any ground during the period the contract is in force. However, in case the contract is extended further, the enhancement, if any, will be considered taking into account the minimum wage, EPF, ESI, GST in accordance with the notification issued by the Labour Department, Govt. of NCT of Delhi and Govt. of India.
 - (v) The persons engaged as Security Guard must pass SSC/ 10th, the Candidates will be required to produce documents in support of prescribed qualifications.
 - (vi) It should be ensured that the persons engaged are properly verified from Police Authority.
 - (vii) It should also be ensured that the persons engaged will observe office discipline and decorum and do not misbehave with any official.
 - (viii) The selected agency shall be solely responsible for complying with all statutory requirements and obligations not only limited to payment of minimum wages, employees state insurance, payment of bonus and provident fund contribution, including enhancement of wages from time to time in accordance with the notification issues by the Govt. of India, Labour Ministry as per the latest amended Minimum Wages Act,

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स्वच्छ भारत अभियान (पर्यावरण को स्वच्छ बनाएं)

E-mail: icpr@bol.net.in, icprhqrs@gmail.com Website: <http://www.icpr.in>

मुख्य कार्यालय : दर्शन भवन, 36 तुगलकाबाद इन्स्टिट्यूशनल एरिया, महारौली बंदरपुर रोड, नई दिल्ली - 110062 दूरभाष : +91-11-29901516, 29901527 टेलिफैक्स : 29964750

Head office: Darshan Bhawan, 36, Tughlakabad Institutional Area, M.B. Road, New Delhi-110062 Tel.: +91-11-29901516, 29901527 Telefax: 29964750

लखनऊ कार्यालय : 3/9, विपुल खण्ड, गोमती नगर, लखनऊ- 226010 टेलिफैक्स : +91-522-2392636 E-mail: icprlkw@gmail.com

Lucknow Office : 3/9, Vipul Khand, Gomti Nagar, Lucknow-226010 Telefax: +91-522-2392636 E-mail: icprlkw@gmail.com

- (ix) The payment shall be on monthly basis on submission of bills after completion of period and satisfactory work report.
 - (x) The engagement does not confer any right for continuation or extension of the contract on any account. This will be purely short term temporary arrangement on contractual basis.
 - (xi) The Contract Agreement shall be construed as per Indian Law and will have jurisdiction to settle any dispute in the court in New Delhi.
 - (xii) Any liability regarding payment to the workers, or arising due to non-compliance with any of the labour laws or due to any human loss/injury during the course of work will be the sole responsibility of the selected firm.
 - (xiii) The Council may ask the documentary evidence in respect of payment of statutory liabilities as and when required. Service Provider will pay the minimum wages to the persons deployed through individual bank accounts. ESI, EPF must also be deposited with the concerned govt. authorities regularly & proof of deposition must be submitted to the Council with the monthly bill.
2. The tenderer will fill up the technical information in the Annexure-I and financial information in Annexure-II. The technical bid and financial bid should be sealed by the bidder in separate covers duly super scribed and both the sealed covers are to be put in a bigger cover which should also be sealed duly super scribed. The prescribed format in Annexure I and II are enclosed herewith. The envelope containing the quotation shall be super scribed as 'Quotation for providing Security Guards/Watchmen'.
 3. The contract will be awarded to the lowest financial bidder subject to meeting the technical qualification and also complying with all statutory requirements and acceptance of the terms and conditions mentioned in this letter and the agreement to be executed by the successful bidder in to.
 4. The successful tenderer will have to submit **Performance Security equivalent to 5% of the value of the annual contract as per rule 171 GFR of 2017**. The amount will be payable through Bank Draft/cheque drawn in favor of Indian Council of Philosophical Research, New Delhi. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the Agency will be liable to be forfeited by the Council besides termination of the Contract.
 5. The tenderers shall, *inter-alia*, furnish technical information as per Annexure-I and quote the rates as per Annexure-II
 6. The tenderers shall also furnish a declaration in Annexure- III on official Letter Head of the Agency.
 7. Incomplete quotations or quotation received after the last date will be rejected summarily.
 8. The Successful Tenderer will have to enter into an agreement with the council.
 9. It is therefore, requested to quote rates in the Proforma as per annexure-II to this letter. The quotation must reach the Director(A&F), Indian council of Philosophical Research, Darshan Bhawan, 36 Tughlakabad, Institutional Area, Near Batra Hospital, M.B. Road, New Delhi-110062 latest by 17.8.2020 till 12:00 hrs.

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The technical Bids will be opened first of the same day at 15.00 hours in ICPR, Delhi office in the ICPR officers and also representatives of the firms if any present at that time. The financials bid will be considered only in respect of the bidders whose bid are found fit after the evaluations of technical bids.

10. **Bidder has to submit Bid Security as per Rule 170 of GFR 2017 for Rs.25,000/- (Rupees twenty five thousand only) in favor of Indian council of Philosophical Research, New Delhi.**



Director(A&F)
ICPR, New Delhi

Annexure –I

Technical Bid

To,

The Director(A&F)
ICPR Darshan Bhawan,
36 Tughlakabad, Institutional Area,
Near Batra Hospital, M.B. Road,
New Delhi-110062

Sir,

The following information along with the self attested photocopies of these documents: -

- A) Profile of the Agency.
- B) Proof of Incorporation/inception of the Agency.
- C) Registration Certificate for manpower supply.
- D) EPF Registration Details.
- E) ESI Registration details.
- F) Copy of PAN Card/Income Tax Return.
- G) GST Certificate.
- H) Details of Registration with the labour Commissioner.
- D) The company/Firm/Agency Should have at last 3 years' experience in providing manpower to reputed Private Companies/PSU/Banks and Government Departments etc. Proof of which Should be enclosed with the Technical Bid.
- J) Any other relevant information.
- K) Whether Bid Security of Rs. 25,000/- is submitted as per Rule 170 of GFR2017.**

Name and Signature of the authorized person
Of the firm along with seal

Place:



Annexure-II
Financial Bid

To

The Director(A&F)
ICPR
Darshan Bhawan,
36 Tughlakabad, Institutional Area,
Near Batra Hospital, M.B. Road,
New Delhi-110062

Sub: Quotation for award of contract for providing Security Guards.

Sir,

With reference your notice inviting Tender no.....dated.....on the subject mentioned above I/We quote the rate for above mentioned work as under: -

Component of Rate (amount in Rupees per person per month)

1. Wage rate including existing Dearness Allowance (in accordance with prevailing Minimum Wages Act, as fixed by Labour Ministry, **Govt. of NCT of Delhi**)
2. Employees Provident Fund (at applicable rates fixed by EPFO from time to time)
3. Employees State Insurance (at applicable rates fixed by ESIC from time to time)
4. GST (at applicable rates fixed by the Govt.)
5. Administration/Service Charge
6. Any other expenses

Name and Signature of the authorized person of
the firm along with seal.

Place-
Date-





- Chapter – 2: Conditions of Contract.
- Chapter – 3: Schedule of Requirements.
- Chapter – 4: Specifications and allied Technical Details.
- Chapter – 5: Price Schedule (to be utilised by the bidders for quoting their prices).
- Chapter – 6: Contract Form.
- Chapter – 7: Other Standard Forms, if any, to be utilised by the purchaser and the bidders.

Rule 169 Maintenance Contract. Depending on the cost and nature of the goods to be purchased, it may also be necessary to enter into maintenance contract(s) of suitable period either with the supplier of the goods or with any other competent firm, not necessarily the supplier of the subject goods. Such maintenance contracts are especially needed for sophisticated and costly equipment and machinery. It may, however, be kept in mind that the equipment or machinery is maintained free of charge by the supplier during its warranty period or such other extended periods as the contract terms may provide and the paid maintenance should commence only thereafter.

Rule 170 Bid Security

- (i) To safeguard against a bidder's withdrawing or altering its bid during the bid validity period in the case of advertised or limited tender enquiry, Bid Security (also known as Earnest Money) is to be obtained from the bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department. The bidders should be asked to furnish bid security along with their bids. Amount of bid security should ordinarily range between two percent to five percent of the estimated value of the goods to be procured. The amount of bid security should be determined accordingly by the Ministry or Department and indicated in the bidding documents. The bid security may be accepted in the form of Account Payee Demand

Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects. The bid security is normally to remain valid for a period of forty-five days beyond the final bid validity period.

- (ii) Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
- (iii) In place of a Bid security, the Ministries/ Departments may require Bidders to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.

Rule 171 Performance Security

- (i) To ensure due performance of the contract, Performance Security is to be obtained from the successful bidder awarded the contract. Unlike contracts of Works and Plants, in case of contracts for goods, the need for the Performance Security depends on the market conditions and commercial practice for the particular kind of goods. Performance Security should be for an amount of five to ten per cent. of the value of the contract as specified in the bid documents. Performance Security may be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects.
- (ii) Performance Security should remain valid for a period of sixty days beyond the date of completion of all



contractual obligations of the supplier including warranty obligations.

- (iii) Bid security should be refunded to the successful bidder on receipt of Performance Security.

Rule 172 (1) Advance payment to supplier

Ordinarily, payments for services rendered or supplies made should be released only after the services have been rendered or supplies made. However, it may become necessary to make advance payments for example in the following types of cases :-

- (i) Advance payment demanded by firms holding maintenance contracts for servicing of Air-conditioners, computers, other costly equipment, etc.
- (ii) Advance payment demanded by firms against fabrication contracts, turn-key contracts etc.

Such advance payments should not exceed the following limits :

- (a) Thirty per cent. of the contract value to private firms;
- (b) Forty per cent. of the contract value to a State or Central Government agency or a Public Sector Undertaking; or
- (c) in case of maintenance contract, the amount should not exceed the amount payable for six months under the contract.

Ministries or Departments of the Central Government may relax, in consultation with their Financial Advisers concerned, the ceilings (including percentage laid down for advance payment for private firms) mentioned above. While making any advance payment as above, adequate safeguards in the form of bank guarantee etc. should be obtained from the firm.

Rule 172 (2) Part payment to suppliers:

Depending on the terms of delivery incorporated in a contract, part payment to the supplier may be released after it dispatches the goods from its premises in terms of the contract.

Rule 173 Transparency, competition, fairness and elimination of arbitrariness in the procurement process All government

purchases should be made in a transparent, competitive and fair manner, to secure best value for money. This will also enable the prospective bidders to formulate and send their competitive bids with confidence. Some of the measures for ensuring the above are as follows:-

- (i) the text of the bidding document should be self-contained and comprehensive without any ambiguities. All essential information, which a bidder needs for sending responsive bid, should be clearly spelt out in the bidding document in simple language. The condition of prior turnover and prior experience may be relaxed for Startups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document. The bidding document should contain, inter alia.
- (a) Description and Specifications of goods including the nature, quantity, time and place or places of delivery.
- (b) the criteria for eligibility and qualifications to be met by the bidders such as minimum level of experience, past performance, technical capability, manufacturing facilities and financial position etc or limitation for participation of the bidders, if any.
- (c) eligibility criteria for goods indicating any legal restrictions or conditions about the origin of goods etc which may required to be met by the successful bidder.
- (d) the procedure as well as date, time and place for sending the bids.
- (e) date, time and place of opening of the bid.
- (e) Criteria for evaluation of bids
- (f) special terms affecting performance, if any.
- (g) Essential terms of the procurement contract