

Request for Proposal (RFP)

for engaging of Private Security Agencies for providing services of Armed/Unarmed Guards (with weapon) in Branches and Watchmen (without weapon) for Administrative Offices/other premises of Central Academy for police Training Bhopal (Madhya Pradesh).

(RO/Bhopal/Sec/Tender/PSA/2018-19 dated/...../2018)

**Central Academy for Police Training,
Village-Kanasaiya, near transport nagar, po-kokta
Bhopal-462021, Phone-0755-2900144**

**Request For Proposal to provide Armed/Unarmed Guards (with weapon) in CAPT Bhopal
and Watchmen at Administrative Offices/ other premises of CAPT, Bhopal (M.P)**

Central Academy for police training, Bhopal invites sealed offers in two- bid system from reputed Private Security Agencies (registered Companies/ registered partnership firms only) for empanelment for providing services of Armed/Unarmed Guards (with weapon) at various locations within the CAPT Campus and Watchmen (without weapon) at Administrative Office/other places of CAPT Office/Hostels in campus of CAPT, Bhopal Madhya Pradesh. The Private Security Agency must be registered with appropriate government authority in Madhya Pradesh as per Private Security Agencies (Regulation) Act-2005.

The complete details and RFP Forms can be obtained from Administrative officer of CAPT at the above address against payment of Rs.5000/- (Non-Refundable) by way of Demand Draft in favour of Director CAPT, Bhopal payable at Bhopal. RFP can also be downloaded from the website www.bpr&d.nic.in. and www.captbhopal.in However, for RFP downloaded from website the Demand Draft / Pay Order will have to be submitted along with the Tender documents.

Date of commencement of issue of RFP.	:	29/06/2018
Last date for submission of Tender.	:	20/07/2018 up to 3.00 PM
Date of opening (Technical Bids)	:	22/07/2018 at 4.00 PM
Fee for RFP documents (Non-refundable)	:	Rs. 5000/-
Earnest Money Deposit (EMD)	:	Rs. 1,00,000/-

Director CAPT

ELIGIBILITY CRITERIA FOR SHORT-LISTING

I - Technical Criteria

The preliminary evaluation will be done on the following parameters and offers from Private Security Agencies **not conforming to these parameters** will be straight away rejected.

(a). The Private Security Agencies should be either registered companies or registered partnership firms reputed for providing security guards` services.

(b). The Private Security Agencies should have valid license in accordance with Section 4 and section 7 of Private Security Agencies (Regulation) Act 2005 to operate in Madhya Pradesh.

Merely submission of application to licensing authority will not be entertained.

(c). The Private Security Agencies should have their own training infrastructure and functional training establishment with trained staff or have tie-up with well established training institution (autonomous/Govt./Semi-Govt./Govt. approved Training Centre) in Madhya Pradesh for quality training to their Armed/Unarmed guards. (Submit proof for the same).

(d). The Private Security Agencies should have adequate Supervisory Infrastructure & network throughout the state of Madhya Pradesh, with sufficient Armed/Unarmed Guards of stipulated credentials to be deployed immediately after allocation of the work order.

(e). The Private Security Agencies should have at least one office of their own with telephone , fax/email facility in Madhya Pradesh preferably at Bhopal and having their own Branch Manager /supervisors at Office. Submit the list all staff (Name of Branch Manager, supervisors and other staffs) with phone numbers and copy of identity cards duly attested by officials of company/firm should be submitted along with Tender documents.

(f). The Private Security Agencies should have Income Tax, PAN (attested copies of submission of Income TAX returns for the last three years to be submitted)

(g). The Private Security Agencies should have Audited Balance Sheets and Profit & Loss Accounts for the last three years (attested copies to be submitted)

(h). The Private Security Agencies should have registration under Shops & Establishment Act (M.P). (Attested copy of certificate to be submitted)

(i). The Private Security Agencies should have valid certificate from ESI Corporation as per Act 1948. (Attested copies of submission of Chalans for the last three years to be submitted)

(j). The Private Security Agencies should have valid certificate under EPF & Miscellaneous Provisions Act 1952. Chalans/ receipts for last three years should be attached as proof.

(k). Latest notification for minimum wages for unskilled , semi skilled & skilled security personnel by Labour department of Central Government must be considered for quoting financial bids. Category of various places should also be considered for same. The financial bids should be quoted for Armed/Unarmed guards with statutory obligations/allowances.

(l). Private Security Agency shall not be owned or controlled by any director or officer / employee of the CAPT or by related party having the same meaning as assigned under sec 2(76) of the Companies Act or their relatives having the same meaning as assigned under section 2(77) of the Companies Act 2013 read with rule 4 of the Companies (Specification of definition details) Rules 2014. **“Submit undertaking**

certificate in accordance of this para”.

(m).The Private Security Agency should furnish (running/completed with in a year) two Reference Sites and on request by the CAPT the Referees should testify about the performance of the PSA to the CAPT` s satisfaction.

Annexure-V.

(n). Private Security Agency should have minimum three years experience of providing security guard’s services to Govt./Public Sector or Public Sector Undertakings.

(o). Private Security Agency should registered with GST Authority and give proof of depositing GST for last three years as per strength of Security personnel employed by the company during this period.

(p). Tender proposal must be submitted in an organized, numbered and structured manner (spiral binding will be appreciated)

(q). It is compulsory to submit the authority letter for authorized signatory by clearly mentioning the name and designation of the Official on companies letter head, who will sign the tender documents. **(This letter should be issued by appropriate authority of company; who have delegated powers for this purpose)**

NOTE: Certified/ Attested photocopies of relevant documents/ certificates / Chalans / receipts must be submitted along with technical bids as a proof in support of claims made.

**Note: 1.The tender documents should be submitted in original, duly signed by authorized signatory only and stamped at each page. Fax/ telegram/telex will not be acceptable.
2.Newly registred companies i.e. registered between year 2015 to 2017 are exented for para no. F,G,N and O.**

II. SCOPE OF WORK

Scope of work includes providing Armed/Unarmed Guards (with weapon) at branches for 8 hourly duty during day. The number of Armed/Unarmed guards required will be as follows:

Sr. No.	Place	Armed/Unarmed Guards (With weapon)- 24 hourly duty.
1.	CAPT Bhopal	30

III. OTHER TERMS & CONDITIONS

1. Outsourced Armed/Unarmed Guards should be either ex-servicemen or ex- Paramilitary Personnel/police personnel or Security experianced and trained personnels.
2. Armed/Unarmed Guards should not be in low Medical Category i.e. should be physically fit in all respects. Medical category recorded in the discharge book of the ex-servicemen or ex-Paramilitary personnel being provided will be considered valid for two years from the date of discharge and thereafter his medical fitness will be considered as per fresh medical certificate from Registered Medical Practitioners with qualification not less than M.B.B.S as produced for verification by his employer, i.e. the Private Security Agency. The Certificate should specify that the individual is fit medically & physically to handle weapon.
3. For Armed/Unarmed Guard Character of Ex- serviceman and Ex- Paramilitary personnel or police personnel at the time of retirement must be **exemplary and very good respectively.**

4. Age of Armed/Unarmed Guard (with weapon) should not be more than 52 years on the date of deployment.
5. Armed/Unarmed guards will be deployed by Private Security Agency/Agencies only after proper police verification of the antecedents of each person. The proof for same will be deposited prior to deployment.
6. Armed/Unarmed guards should have their own or the Agency`s firearms held under a valid arms license preferably for complete MP/ All India.
7. Weapons of Armed/Unarmed guards/ Private Security Agencies will not be allowed to keep overnight in CAPT Bhopal custody.
8. Armed/Unarmed guards will be required to perform duty for three shift in 8 hourly shift .
9. Watchmen for administrative office/other premises duties should be preferably ex-servicemen/ ex- para- military / ex-home guards/civilians (last priority) having proper physique and good medical record. The proper medical report by MBBS Doctor " stating that the person is fit to do night watchman duty" will be submitted prior to deployment. The watchmen will be required to perform duty on all days of week. Private Security Agency will cater for relieving watchmen for Holidays/Weekly off/ Sickness/any emergency. Proper Police verification of each watchman will be deposited with CAPT prior to deployment.
- 10. Intending Private Security Agencies should furnish details about their firm/ company as per (Annexure -III) attached.**
11. The offer should be submitted for Technical & Financial bids in separate sealed covers superscripted on envelopes "**Technical bids for Providing Armed/Unarmed guards (with weapon) for Branch duty**" and "**Financial bids for Providing Armed/Unarmed guards (with weapon) for Branch duty**". Both these envelopes should be put in another envelop and further sealed super scribed "Technical & financial offer for Providing Armed/Unarmed guards (with weapon) for Branch duty" and "watchmen without weapon for administrative office". The financial bids should be submitted as per **Annexure-VII**. Extra page/s may be added if required. The offer should be submitted to the Director , Central Academy for police training ,Bhopal (MP). The Techno-commercial Offer should be complete in all respects and contain all information asked for in this document.
12. As the state of MP does not have any Area "A" city, the financial bids submitted should mandatorily quote wages for Armed/Unarmed Guard for Area "B" cities, omission/failing to quote wages for Armed/Unarmed guards in respect of any particular class of city may lead to cancellation of the candidature.
13. The CAPT Bhopal will shortlist Private Security Agencies, who satisfy the technical & other requirements laid down in this document. **Financial bids of only short listed Private Security Agencies will be opened.** The date and time of opening financial bids will be notified by E mail/phone/post.

Note: The tender documents should be submitted in original, duly signed by authorized signatory only and stamped at each page. Fax/ telegram/telex will not be acceptable.

IV. VALIDITY PERIOD

The empanelled firms / companies will remain in the **Empanelled List of the CAPT** for CAPT office-Bhopal for the period of **three years** from the date of empanelment, **but the contract will be for a period of one year**. However after satisfactory completing the contract if both parties are willing to continue the contract on the agreed terms and conditions and complying with the minimum wages, as revised by the Central Government, the contract may be renewed by the competent authority on yearly/half yearly basis.

V. EXTENDING VALIDITY PERIOD FOR PRICE

The minimum wages will be revised as per notification given by Central Government / Central Labour Commissioner New Delhi. from time to time during contracted period. The proof of notification will be produced along with request letter by each shortlisted Private Security Agency.

VI. PROCESS

Offers will be evaluated in the following stages:

Stage 1

Offers will be evaluated against the stipulated minimum eligibility & technical criteria. Offers not complying with the eligibility & technical criteria will be rejected summarily.

Stage 2

The training infrastructure and offices of each Private Security Agency will be inspected by CAPT officials. Short-listing of Private Security Agencies by CAPT committee based on the documents submitted, evaluation of training infrastructure, technical requirements and satisfactory performance/ feedback report from reference sites as per Format given at Annexure V.

Stage 3

The financial bids of only short listed Private Security Agencies will be opened in the presence of committee formed by CAPT & representatives of agencies may be present during the opening of bid. The rates will be decided based on L-1 for category of Area B.

Stage 4

Order will be placed to the Private Security Agency / Agencies finally selected for providing Armed/Unarmed Guards for Branches as per requirement of the CAPT. The CAPT reserves the right of placement of order as and when requirement of Armed/Unarmed Guards is felt necessary. If L-1 will not perform up to the mark ,CAPT will call up the L-2 bidder/s to work on same L-1 rates same process will be applied in case of L-3 bidder, where ever is applicable. Private Security Agencies may be selected for 2/3 different parts of State separately if found suitable.

VII. OPENING OF OFFERS

Eligibility Criteria & Technical bids will be opened in the presence of the bidders. The bidders/ their representatives may be present at the time of opening of the Technical bids. No separate intimation will be sent in this regard to the Private Security Agencies for deputing their representatives. The Technical bids will be opened at the time and date stipulated above irrespective of the number of bidders or their representatives present. The financial bids of short listed Private Security Agencies will only be opened, for that date and time will be intimated by email/phone/post to the short listed vendors.

VIII. COST OF TENDER DOCUMENT AND EARNEST MONEY DEPOSIT

Cost of Tender Document of Rs. 5000/- (Rs. Five Thousand only) (non-refundable) and Earnest Money Deposit of Rs. 50,000/- (Rs. Fifty thousand only) in the form of Demand Draft/ Pay order separately for both issued by a scheduled commercial Director CAPT favouring Director CAPT, payable at Bhopal must be submitted along with the Technical Bid's envelop. The EMD amount will be forfeited, if the Private Security Agency refuses to accept offer for providing Armed/Unarmed Guards allocated. Earnest Money Deposit of all successful bidders/ empanelled agencies will be kept in CAPT account till the Private Security Agency/ Agencies is/are providing services to the CAPT/ will remain on CAPT's panel. **In the event of non-submission of the cost of Tender Document and Earnest Money Deposit the proposal will be rejected.** The earnest money will be refunded to unsuccessful bidders/agencies as per extant rules after the completion of the bid process. **The Earnest money paid by the successful price bidders will be kept as deposit and released only after conclusion of the contract.**

IX. PERFORMANCE BANK GUARANTEE

The finally selected Private Security Agency/ Agencies for work order will submit a Performance Bank Guarantee from a scheduled CAPT for Rs. 5,00,000.00 (Rupees Five Lakh only) obtained in favour of Director CAPT, Bhopal and valid for the period of the contract. Performance Bank Guarantee should be from a Bank. It should include clause that the Bank issuing guarantee will be liable to pay this amount to Director CAPT in case of non performance / loss to CAPT due to negligence by the Private Security Agency & if it is not paid by Private Security Agency. Performance Bank guarantee should be sent directly to our office by Registered AD post by issuing Bank. **The format of Bank guarantee will be given to finally selected Private Security Agencies along with deployment order.**

X. ORDER CANCELLATION

If the Private Security Agencies fail to comply with the terms and conditions laid down in contract mutually agreed by both parties the CAPT reserves the right to cancel the order after giving one month's notice to the Agency/s.

XI. PAYMENT TERMS

No advance payment will be made to the Private Security Agency/ Agencies. The payment by CAPT will be made in first week of next month after verifying presence register for completed month. **Except for first month of contract the payments of subsequent months will be made by CAPT only after verifying pay slips of previous month duly signed by each individual and all mandatory deduction as per government guidelines/rules. The Agencies will be required to show to Security Department of CAPT-Bhopal as well as respective assistant Director the proof of previous month's wage slip, EPF Chalan & ECR, ESIC chalan & ECR, GST Chalan and Bank account statement of each gunman/ guard deployed in our CAPT or under CAPT Bhopal jurisdiction. The Saving Bank account of Armed/Unarmed guards in our CAPT should be credited with pay by 07th of following month.**

XII. No commitment to Accept Lowest or Any Tender

CAPT shall be under no obligation to accept the lowest or any other offer received in response to this notice and shall be entitled to reject any or all offers without assigning any reason whatsoever, any time during the process.

XIII. Agreement

An agreement is required to be executed by the Private Security Agency with the CAPT on a Rs. 500.00 non- judicial Stamp Paper. The agreement format as per **Annexure-I to RFP** can be collected. The agreement will be done for Armed/Unarmed Guards of each Branch separately with Director CAPT.

XIV. Regarding Pre-Bid meeting.

Pre-Bid meeting is scheduled on **17/07/2018 at 1500 Hrs** on above mentioned address. The staff of concerned companies should carry authority letter along with original ID card issued by Company to attend the pre-bid meeting on behalf of company and visiting card preferably ; only authorized personnel from companies will able to join the meeting.

The CAPT reserves the right to reject any/all offers without assigning any reason whatsoever. For further clarifications, if any, you may contact at the following address:

**The Director,
Central Academy for police training,
Village-kanasaiya,
Po-Kokta.
Phone: 0755-2900144**

Companies/firms interested in our proposal for providing Armed/Unarmed/UnArmed/Unarmed Guards (with weapons) for Central Academy for police Training Bhopal; conforming to all the afore-said terms and conditions may send their offers to the above-address latest by the last date & time for submission of offers.

**Director,
Central Academy for police training
Bhopal**

AGREEMENT

PROVIDING/OBTAINING SECURITY SERVICES

This Agreement is entered at _____ (Place) on the ____ day of _____ Between CAPT at _____ (Address) represented by its attorney Shri _____ hereinafter referred to as the First Party

AND

The Private Security Agency M/s. _____ represented by its _____ (designation), Mr./Mrs./Ms. _____ (name) and having its office at _____ (address) hereinafter referred to as the PSA which expression shall wherever the context so admits, means and includes his legal representatives, successors & assignees as the Second Party.

Whereas the First Party requires the services of a Private Security Agency for safeguarding its properties and assets.

Whereas the PSA, which is a Private Security Agency providing security guards services has agreed to provide Armed/Unarmed Guards/Security Guards (Strike out whichever is not applicable), hereinafter referred to as "**PSA's Employees**" to the First Party as per the First Party's requirements.

Whereas the PSA and the First Party have agreed to enter into a service contract for a period of _____ months w.e.f. _____ till _____ which shall be deemed to be automatically terminated thereafter unless renewed by the First party for the purpose of obtaining security guards services on the terms and conditions as mentioned hereunder.

Now therefore this agreement witnessed as under:

1. The PSA declares that the PSA is in possession of the valid licence issued under Section 7 of the Private Security Agencies (Regulation) Act 2005 and the PSA further undertakes that the licence will be renewed from time to time and will be valid during the entire period of the Agreement, failing which this agreement shall stand automatically cancelled and the First Party shall not make any payment.
2. PSA shall ensure that ____ Armed/Unarmed Guards/Security Guards possessing the required skill and training shall be deployed at the branch/office/ATM (Strike out whichever is not applicable).The PSA's Employees shall not be more than 55 years of age for Security Guards and not more than 52 years of age for Armed/Unarmed Guards at the time of deployment.
3. The PSA hereby undertakes to abide by the requirements of eligibility criteria and physical standards for the PSA's employees and their training as prescribed in the Private Security Agencies (Regulation) Act 2005 and the Rules framed there under.
4. The PSA shall ensure that all the PSA's Employees are subjected to basic Training & Refresher training programme on regular basis at its cost. The PSA shall ensure that the PSA's Employees who are Armed/Unarmed Guards have undergone firing practice and test fired the weapon at least once during the currency of this agreement and submit necessary proof to the First Party.

5. The PSA shall ensure that the PSA and their employees deployed with the first party shall comply with all obligations, conditions and restrictions regarding uniform, photo identity card, etc., stipulated in the Private Security Agencies (Regulation) Act 2005 and Rules framed there under.
6. If the State Law requires the registration of the PSA with the Welfare Board of Security Guards or any such other Board constituted under the State law, such registration shall be ensured by the PSA before deploying their employees with the first party.
7. The PSA's Employee who is an Armed/Unarmed Guard shall have a firearm, acceptable to the First Party, provided by the Agency or issued in his personal name either for 'Property Protection' or for his 'Self Protection' and a licence issued for any other purpose shall not be acceptable. The PSA shall also ensure that the Gun Licence of the PSA's Employees remains valid as per State laws throughout the currency of this agreement. The custody of the Arms/Guns shall be the sole responsibility of the PSA or the PSA's Employees and the First Party shall not be liable for the safe custody of the Arms/Guns.
8. The PSA agrees that the duty of the security guard is to keep a watch over persons visiting the branch/office or ATM for the purpose of safety & security and guard against infiltration and against removal of CAPT's property by any unauthorized person AND/OR to watch and guard as above the movement of cash from one place to another whether inside or outside the CAPT. The PSA further undertakes that he has briefed the PSA's employee, who is an Armed/Unarmed guard in writing that the guard shall not use his firearm on any occasion except as his right to his private defence as provided U/s 96 to 106 of the Indian Penal Code when, and only if, his life is perceived to be in danger from Armed/Unarmed miscreants having the intent of committing theft inside the branch or during cash remittance.
9. The PSA shall ensure that the PSA's Employees shall be conversant with the use of Fire Extinguishers and shall take necessary action in case of activation of Fire Alarm System or in case of a fire in the branch/office.
10. PSA shall provide the names of PSA's Employees to the branch/office before their deployment. The PSA shall furnish the names, permanent & local addresses of the PSA's Employees deployed at First Party's premises from time to time along with their latest photographs, thumb impression & signatures.
11. The PSA shall ensure that the PSA's Employees function under general directions of Branch Manager / Authorized Official and perform duty according to the duties given in the Annexure to this Agreement. The PSA shall also ensure that the PSA's Employees deployed at branch/office/ATM have read & understood their duties.
12. The PSA will provide PSA's Employees with uniform (Summer/Winter), caps, raincoats, torches and other accessories (Photo I-Card, name Tab, baton, whistle etc) as and when required.
13. Before deployment of their employees, the PSA shall arrange for verification of antecedents of all the PSA's Employees by the police and such verification Certificates shall be submitted to the First Party before deployment of Security Guards or their relievers.
14. PSA's Employees shall be medically fit, mentally sound and possess good physique and not be suffering from any contagious / major diseases. Wherever required by the First Party, the PSA will provide literate PSA's Employees to perform the assigned duty efficiently.

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15. The PSA will change the PSA's Employee immediately on instructions from the First Party if the performance of that particular PSA's Employee is not acceptable or found physically/ medically unfit and the decision of the First Party is final in this regard.
16. The PSA shall ensure that the PSA's Employees shall not accept any eatables, tea, coffee, tobacco etc., from strangers. The PSA's Employees shall not take any alcohol or intoxicants or be found in an inebriated state or smoke during the duty hours.
17. The PSA shall ensure that no familiarity develops between the PSA's Employees and the First Party staff. Further, the PSA shall ensure that the PSA's Employees do not indulge in any activities including money transactions, which may tarnish the image of the First Party.
18. The Security Supervisor from PSA shall report to the concerned branch/officer in-charge/ official at least once a week for the purpose of briefing /debriefing. He must carry out checking of guards wherever deployed for alertness on regular basis as instructed by CAPT. First party will not be liable for any separate payments for this arrangement and the cost of such arrangement shall be borne entirely by the PSA.
19. The PSA shall ensure that at no point of time during the prescribed duty hours, the PSA's Employee will be on leave or absent from his place of duty without a reliever and that they shall remain alert during their working hours to prevent theft/pilferage and other untoward incidents.
20. PSA shall maintain duty register for each PSA's Employees and get the register checked by the CAPT's branch/office daily, along with timings. In case a PSA's Employee is found absent from the place of his duty, the pro-rata payment for the days of absence will be deducted from the payment due to the PSA.
21. The PSA shall maintain upto-date record of PSA's Employees as per the Shops & Establishment Act and will discharge all obligations under various Labour Laws viz. EPF Act, ESI Act, Gratuity Act, Bonus Act, Workmen's Compensation Act, Contract Labour (Regulation & Abolition Act), etc or under any other State/Union Legislation in respect of PSA's Employees and shall produce these records for verification as when demanded by the First Party.
22. The PSA shall be responsible for all acts of Commission and/or Omissions by its employees leading to loss and/or damage to First Party's employees and/or third Parties and shall meet all liabilities arising out of such Omissions and/or Commissions.
23. PSA shall alone decide and be responsible for the leave or absence of the PSA's Employees and First party shall not in any way be responsible for sanction of leave, etc. to the PSA's Employees.
24. PSA shall maintain proper records /details of the PSA's Employees deployed in the CAPT campus of First Party. It shall submit monthly bills to the capt Office giving details of the PSA's Employees deployed and the payment claimed for each of them. All payments under this agreement shall be made to the PSA by the CAPT, where the PSA's Employees are deployed on a monthly basis by a crossed cheque drawn in favour of PSA within four days of receipt of the relevant bill from the PSA. However in case of any discrepancy in the bill detected by the First Party, the payment will be released to the PSA within four days from the date of resolving the discrepancy by the PSA.

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25. PSA shall be fully and absolutely responsible for the payment of salary and other statutory dues to PSA's Employees like salary/wages, bonus, arrears, overtime, employment/terminal benefit, compensation or other claims of whatsoever nature to PSA's Employees and First party will not undertake any liability in relation to such matters.
26. The PSA's Employees shall not claim any employment relationship with First party under any circumstances. The PSA shall obtain written undertaking from each of the PSA's employees deployed with the First Party that he is a permanent employee of the PSA and the written undertaking in original shall be given to the First Party's Office, where he is deployed.
27. PSA hereby undertakes to ensure payment of wages to its PSA's Employees in compliance with Minimum Wages Act and other relevant statutes in force and modified/amended or revised from time to time as per enactment of Central/State Governments.
28. The PSA hereby undertakes further that additional/excess payment over the contracted amount, which may arise due to extraneous reasons during the currency of this agreement shall be borne by the PSA alone and the First Party shall not be liable to pay any excess amount other than the difference between the revised Basic Pay, VDA and the resultant difference in statutory dues, i.e., EPF, Gratuity, Bonus, ESI & EDLI vis-à-vis the rates prior to revision and the difference in GST.
29. The PSA shall pay the monthly wages to PSA's Employees deployed with the First Party by crediting the Savings CAPT Account of the PSA's Employees with any CAPT.
30. PSA shall submit printed receipts for all the payments received from First Party. The PSA shall also furnish the proof of having paid the wages to the PSA's Employees engaged by them within one week of the disbursement of the wages to them and proof of having paid the statutory dues to the concerned authorities on quarterly basis. Non-payment of monthly wages by the PSA to the PSA's employee deployed with First Party will make this contract null and void and will result in termination of the deployment of PSA's employees with the First Party with immediate effect and the First Party will not be required to make any payment to the PSA thereafter.
31. First Party shall not make any direct payment of whatsoever nature to the PSA's Employees. All payment payable by First Party in connection with or arising out of this agreement shall be made only to PSA and not to the PSA's Employees.
32. PSA shall also ensure that the PSA's Employees do have their own arrangements for their food and beverages.
33. In case of any injury/death of any staff member of First Party or a public member because of firing of weapon of the PSA's Employees for any reason, PSA shall be liable to pay compensation as deemed necessary and become payable to the injured/deceased or their legal claimants.
34. In case of any mishap of whatsoever nature (minor / major / fatal including death during the course of their duty) sustained by PSA's Employees, the responsibility for meeting the medical/hospitalization expenses or of granting compensation, if any, on that count will be that of the PSA and not of the First Party. If for any reason, compensations, costs etc., are paid by the First Party, the same shall be reimbursed by the PSA to First Party without any demur, including interest at ruling rate till settlement and such settlement shall be made by the PSA within one month from the date of Demand by the First Party and upon failure of the PSA to do so, the First Party shall have the right to adjust the monthly bills payable to the PSA towards the amounts payable by the PSA till the entire dues are wiped off.

35. In the event of theft, pilferage, damage to property of the First Party or any other loss, the First Party shall report the matter to the local police first. The PSA agrees that in case of any loss of cash/materials/other properties of the CAPT, which may arise directly or indirectly due to absence or dereliction of duty or inattentiveness or negligence or collusion of the PSA's employee, such loss will be made good by the PSA and all liabilities arising out of such incidents will be fully met by the PSA. If the inquiry reports of the First Party and the PSA are conflicting on this point, it is agreed between the parties that the First Party's report shall prevail and be final. Such quantum of loss assessed and payable by the PSA shall be paid to First Party within a month of demand and upon failure of the PSA to do so, the First Party, without prejudice to other recovery measures either through Court of Law or otherwise, shall have the right to invoke the CAPT Guarantee in favour of the First Party submitted by the PSA or to adjust the monthly bills payable by the First Party to the PSA towards the amounts payable by the PSA till the entire dues are wiped off.
36. Neither the PSA nor any of the PSA's Employees will have any claim against the First Party for any liability arising out of any commission / omissions caused by the PSA's Employees while on duty.
37. The PSA's Employees deployed for the security of the branch/office/ATM as per terms of this Agreement shall always be treated as employees of the PSA only and will not have any right to seek employment in the services of the First Party. There shall be no relationship whatsoever between the First Party and the PSA's Employees. PSA shall also make it clear to PSA's Employees that they shall not, under any circumstances, claim any right of employment from First Party and the PSA shall continue to be their employer.
38. In return for a fixed sum/rates, the PSA shall at its own risk & cost provide services of PSA's Employees as per the requirement of the First Party purely on Contractual basis.
39. PSA undertakes to submit a copy of licence from the Ministry of Labour, Govt. of India, or exemption certificate from the State Government, for providing security guard services in CAPT campus of First Party before deploying their employees with the First Party.
40. PSA states and admits explicitly that the work assigned by First Party to it is not perennial in nature and the First Party has the right terminate the assigned work, if in its assessment and opinion, the need for the assigned work ceases to exist. The assignment/engagement is well defined, quantified, time-bound and specified by the First Party to PSA and, in turn, by the PSA to PSA's Employees.
41. PSA shall ensure to submit annual returns to various Authorities and also ensure compliance of all the applicable laws, rules and regulations for which PSA shall be solely responsible.
42. PSA hereby agrees to indemnify and keep First Party indemnified against any loss, damage, compensation, cost etc., that First Party might be required to incur/pay arising out of litigation, non-compliance or breach of statute/s, regulations etc., by the PSA or even otherwise.
43. The First Party as well as the Reserve CAPT shall have the right to access all books, records and information relevant to the PSA's employees deployed with the First Party and shall have the right to cause an inspection on the PSA's office & training infrastructure and audit the books & records as relevant to the services provided to the First Party.

44. The PSA shall preserve all the data and documents pertaining to their employees deployed with the First Party for not less than three years and shall make them available to the First Party, if a need arises.
45. The PSA shall not sub-contract the security guards' /Armed/Unarmed guards' services provided to the First Party to any third party without the prior approval of the First party.
46. This Agreement can be terminated by either Party at one month's notice in writing. However, if the First Party terminates this Agreement/Contract due to the PSA violating any of the terms of this Agreement or due to non-performance of the terms of this Agreement or due to any negligence on the part of the PSA or PSA's Employees, the First Party shall not be required to give any notice and the Agreement shall stand terminated on the date following the day on which the PSA receives, from the First Party, the intimation about such violation or non-performance or negligence.
47. In continuation of the Clause 46 above, if any of the terms / clauses of this agreement remains violated or non-rectified or not adhered to by the PSA for more than one month even after due notice of such violation or non-adherence, the PSA agrees that apart from terminating the Contract, the First Party will have the right to blacklist the PSA for the next five years and to invoke the Performance Bank Guarantee and forfeit the entire amount covered by the Performance Bank Guarantee as penalty for non-adherence to this agreement / contract.
48. In consideration of the services as stated herein above, First Party agrees to make payment @ of Rs._____for each Armed/Unarmed Guard / Rs._____ for each Security Guard (inclusive of all taxes/rates/charges) and after deducting TDS (if applicable) to PSA for each completed month of services or pro-rata thereof.

We the above noted parties have signed this deed of agreement after having understood the contents of this deed on the date and place mentioned above.

For CAPT (with seal)
(First Party)

For Private Security Agency (with seal)
(Second Party)

(Letter to the CAPT on the Private Security Agency’s letterhead)

To
The Director,
Central Academy for police training,
Village-kanasaiya,
Po-Kokta.
Phone: 0755-2900144.

Dear Sir,

Sub: Your RFP for empanelment of PSAs for providing services of Armed/Unarmed Guards (with weapon) and Watchmen(without weapon) in Branches and Administrative Offices/other premises.

With reference to your tender notice published in News papers on and the RFP published in your website with effect from, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for **Providing Armed/Unarmed guards in CAPT Bhopal (with weapon) and watchmen(without weapon) at administrative offices** as detailed in your above referred RFP.

We confirm that we have not been disqualified by any PSB for providing security Guards/staff.

We further confirm that the offer is in conformity with all the terms and conditions as mentioned in the said RFP.

We also confirm that the offer shall remain valid for 90 days from the last date for submission of the offer.

We hereby undertake to accept that Earnest Money Deposit of Rs. 50,000/- will be kept as security till the time we are providing Armed/Unarmed Guards to your CAPT.

We understand that the CAPT is not bound to accept the offer either in part or in full and that the CAPT has the right to reject the offer in full or in part without assigning any reason whatsoever.

We furnish here under the details of Demand Drafts submitted towards RFP document & Earnest Money Deposit fees:

Details	Tender Document fees	Earnest Money Deposit
DD No.		
Date		
Name of the issuing Bank		
Name of the branch		
Amount		

Yours faithfully,
Authorized Signatories
(Name & Designation, seal of the firm)

FORMAT OF APPLICATION FOR EMPANELMENT OF PRIVATE SECURITY AGENCIES
(TECHNICAL QUALIFICATION)

1.	Name of the Organization/ PSA	
2.	Address & contact Numbers	
3.	No. of Supervisors / Office staff available in office, their Addresses & contact numbers.	
4.	Year of establishment (submit proof)	
5.	Status of the firm (whether Pvt Ltd company/ Public Ltd. Company/ partnership firm)	
6.	Names of Directors/ Partners	
7.	Whether registered with registrar of companies/ firms - mention number and date with proof	
8.	Whether registered for GST - mention number and date. Also furnish copies of sales tax number allotted	
9.	Whether assessee of Income tax. Mention PAN, furnish copy of PAN card along with income tax returns of last three years.	
10.	Whether having certificate from EPF Organization, attach proof	
11.	Whether having certificate from ESI attach proof	
12.	Whether registered under Private Security Agencies (Regulation) Act-	

	2005 for state of MP		
14.	Name and Address of bankers		
15.	Whether able to provide Armed/Unarmed guards at all locations in Madhya Pradesh including rural Branches.		
16.	Whether empanelled with other Government Organizations/ Public Sector/PSUs/ Pvt Companies is in State of Madhya Pradesh. If so give names of organizations with No. of Armed/Unarmed Guards deployed with locations, contact person in that organization and telephone Nos. (Please attach copies of order letters from Govt/public sector / PSUs) A separate sheet may be attached if the above space is inadequate		
	Name of Organization with Address & Tele Nos (a) (b) (c) (d)	Since when?	No of Armed/Unarmed Guards deployed
17.	Detail of Security contracts executed for deploying Armed/Unarmed guard during the last 01 year. preferably for govt./PS and PSUs in the state of Madhya Pradesh. . Note: Copies of work orders & satisfactory completion certificate obtained from the client shall be enclosed. Details are to be attached in Annexure-V.		
	Name of Organization with Address & Tele Nos (a) (b) (c) (d)	Name of Organization with Address & Tele Nos (a) (b) (c) (d)	Name of Organization with Address & Tele Nos (a) (b) (c) (d)

18. Any other information you wish to include:

Signature:
Name:
Designation:
Affix Company seal

DECLARATION

I / We have read the instructions appended to the Performa and I/We understand that if any false information is detected at a later date, any contract made between ourselves and CAPT on the basis of the information given by me/us can be treated as invalid by the CAPT and I / We will be solely responsible for the consequences.

1. I/We agree that the decision of CAPT in selection of contractors will be final and binding to me/us.
2. All the information furnished by me/us above here is correct to the best of my/our knowledge and belief.
3. I / We agree that I / We have no objection if enquiries are made about the work listed by me / us here in above and/or in the accompanying sheets.

Place.

Date.

SIGNATURE:

Name & Designation & seal of the Company

(Letter to the CAPT on the Private Security Agency's letterhead)Reference Site Details

(1) Name of the PSU/Bank/ Organisation	
Address of the Bnak's/PSU / Organisation	
Name, designation of contact person with telephone No. and e-mail id	Name: Designation: Landline No.: Cell No.: E-mail id:
Details of Armed/Unarmed Guards Services in last 1 years Ref. No., date of order and quantity. Attach copy/ies of work order.	

(2) Name of the Bnak's/PSU / Organisation	
Address of the Bnak's/PSU / Organisation	
Name, designation of contact person with telephone No. and e-mail id	Name: Designation: Landline No.: Cell No.: E-mail id:
Details of Armed/Unarmed Guards Services in last 1 years Ref. No., date of order and quantity. Attach copy/ies of work order.	
Ref. No., date of order and quantity. Attach copy/ies of work order.	

AUTHORISED SIGNATORY

AFFIDAVIT FORMAT

I /We _____ S/O _____ Age _____ resident of _____ having registered office at _____ do hereby affirm on oath as under

That I/we am/ are the Director / Partner of _____ private security Agency am / are authorized and competent to swear this affidavit on oath.

Than in lieu of Security contract awarded by CAPT I /we declare that all the following mandatory statues are being adhered by our company/ firm.

- (i) Provisions of Minimum wages act 1948 and payment of minimum wages revised from time to time.
- (ii) Employees Provident fund and Miscellaneous Provision act 1952
- (iii) Employees State Insurance Act 1948

That in case of non compliance of above statutes / We shall be responsible for any loss / penalty suffered by the CAPT.

Deponent

Verification

We / I the above name deponent do hereby declare and verify that the contents of the above affidavit are true and correct to the best of our / my knowledge and belief and nothing material has been concealed there from.

Deponent

Date
Place

Payment Details/Financial Bid

Sr. No.	Payment Details	%	Security Guards	(without Arms)	Security Guards	(with Arms)	
1	Basic plus Variable Dearness Allowance(VDA)	N.A.	-----			-----	
2	Employees Provident Fund (EPF)		-----			-----	
3	Employees State Insurance (ESI)		-----			-----	
4	Other Charges, if any		-----			-----	
	a)		-----			-----	
	b)		-----			-----	
	c)		-----			-----	
5	<u>TOTAL (Sr. No.1 to Sr. No.4)</u>	N.A.	-----			-----	
6	Charges for Weekly Off		-----			-----	
7	<u>Total Cost Per Head (Sr. No.5+Sr. No.6)</u>	N.A.	-----			-----	
8	Service Charge(% of Sr.No.7)		-----			-----	
9	<u>Grand Total (Sr. No.7+Sr. No.8)</u>	N.A.	-----			-----	

Name:

Date:

Notes: Pertains to Annexure-VII

Note:

1. Payment details at Serial Numbers 1 to 3 & 6 are mandatory charges and should conform to the relevant legal/statutory provisions in vogue. Not quoting any amount or quoting below the statutory minimum at Sr. No. 1 to 3 & 6 will render the submitted **Price Bid ineligible**.
2. Basic & VDA (Sr. No.1) should not be less than the minimum wages fixed and revised from time to time, by the Ministry of Labour & Employment, Government of India for employment of Watch & Ward Staff. Where both Central and State Governments have fixed the minimum rates of wages, the rates of wages whichever is higher will be applicable. The minimum rates of wages also include the wages for the weekly day of rest.
3. Mandatory % of EPF contribution (on actual Basic + VDA up to Rs.15000/- or as per the latest notification published by GOI.) shall be paid by the CAPT as per Govt. of india (ministry of finance) guideline.
4. ESI as per the applicable rate shall be payable on items at Serial Number 1 & 4. The monthly wage slip of the guards should reflect the contribution/deduction accordingly.
5. Providing one day weekly off on any day in a week of seven days is mandatory. Not providing a reliever on weekly off days at CAPT Campus/administrative offices of CAPT (where applicable) by the PSA would result in deduction of payment at the rate of ¼ of charges at Sr.No.6 for each day of absence by the relieving guard.
6. Minimum service charges @8 % should be adhered to by PSAs.
7. The areas 'B' shall be as per Notification issued, and revised from time to time, by the Ministry of Labour & Employment, Government of India.
8. GST on Grand Total (Sr. No.9) shall be paid extra as per extent Rules.
9. If more then one bidder quotes same rates in financial bid, than it would be discretion of Director CAPT to deside the L1.
10. As the state of Madhya Pradesh does not have any Area "A" city, the financial bids submitted should mandatorily quote wages for Armed/Unarmed Guard for Area "B" cities, omission/failing to quote wages for Armed/Unarmed guards in respect of any particular class of city may lead to cancellation of the candidature.

(NOTE: - SUBMISSION OF ALL ANNEXURE IS COMPULSORY AS SPECIFIED ABOVE IN RFP DOCUMENT.)