

**DETAILED TERMS AND CONDITIONS FOR PROVIDING SECURITY AND CASH COLLECTION SERVICES AT VARIOUS ICCs OF EXCISE AND TAXATION DEPARTMENT, Govt, of PUNJAB**

• **PRE-QUALIFICATION REQUIREMENT**

- 1.1 The tenderer must possess independent EPF, ESI code numbers (proof in the shape of attested copies of EPF & ESI number allotment).
- 1.2 The tenderer must possess a license under the contract (Regulation & Abolition) Act, 1973 to provide such manpower (copy of license to be attached).
- 1.3 The tenderer should have been in this business for at least last three years (proof to be supplied).
- 1.4 The tenderer must have a PAN number.( copy of PAN number to be attached) and service tax number.
- 1.5 The tenderer must have an annual turnover of at least Rs. 10.00 crores in financial years 2012-13 & 2013-14 (copies of Balance Sheets to be attached)
- 1.6 The tenderer must have provided such security services to other organizations for at least two years and should have provided **20** personnel to a single organization (proof in the shape of work order to be attached)
- 1.7 The tenderer will have to deposit earnest money of Rs. 1,00,000/- (interest free) by way of demand draft in favour of Chief Executive Officer, Excise and Taxation Technical Services Agency, (ETTSA) payable at Patiala.
- 1.8 Complete name, address and contact number of the authorized representative of the services provider with his e-mail address etc. should be attached with the tender.
- 1.9 Certificate of satisfactory performance by at least two customers to whom similar services have been provided.
- 1.10 The tenderer must have its own bullet resistant cash vans. (self certification)
- 1.11 The bidder must have cash vaulting facilities as per RBI regulations. Detail of vaults with locations.
- 1.12 The tenderer must have a valid license under the Punjab Private Security Agency Rules 2007 issued by the competent authority (Copy should be attached).

• **OTHER TERM&CONDITIONS AND FINANCIAL BID**

- 2.1 The tenderer is advised to read the content of this document and proforma of contract thoroughly.
- 2.2 The successful bidder will be required to submit bank guarantee of Rs.200.00 lacs, with in a period of 15 days of the award of the contract, which shall be valid for 2 months after the validity period of thecontract.
- 2.3 The tenderer shall be responsible for compliance of all labour laws in respect of manpower provided and any other law which may be applicable including payment of taxes etc.

2.4 The financial bid should be given in the following proforma:-

<b>Deployment</b>	<b>Rates ( per man month)</b>
Cashier	
Cash Sorter	
Security Guard (uniformed with Gun)	
Security Guard (uniformed without Gun)	
Supervisor	
Vaulting of cash during Bank holiday (per day rate)	
Cash Van (per km rate)	

- (a) Above deployment will be for 8 hrs duty (day & night) except cash Van.
  - (b) The above charges should be inclusive of EPF, ESI, all taxes, duties, departmental charges, services tax and nothing shall be payable extra.
  - (c) The lowest amount mentioned above will determine the lowest bid, provided the bid meets the budgetary limits of ETTSA.
  - (d) Cash Van includes one Cashier, one loader, two gunmen and one driver (one cash van may be used for multiple ICCs).
  - (e) Fidelity insurance of the employees shall be on account of the service providers.
- 2.5 The EMD of the unsuccessful bidders will be refunded only after the finalization of tender and no interest will be allowed thereon.
- 2.6 Offer should be in two covers, one super-scribed as "Pre-qualification bid for appointment of security service provider ", the other super-scribed as "Financial bid for appointment of security service provider". Both these sealed covers shall be put in an envelope which shall also be sealed and super-scribed with the words "Pre-qualification and financial bids for appointment of service provider for Security and Cash Collection Services ".
- 2.7 The financial bid of only those bidders shall be opened who qualify the pre-qualifications criteria.
- 2.8 The successful tenderer should undertake to provide the requisite number of manpower within 15 days of the final order.
- 2.9 Subject to the satisfactory performance of the Service Provider, to be judged by the CLIENT, the Contract may be extended further on the same terms and conditions, upto a maximum of one year at a time subject to a maximum of 2 years.
- 2.10 The tender should be signed by the authorized signatory of the service provider.
- 2.11 CEO ETTSA reserves the right to accept or reject any or all the bids.

• **SCOPE OF WORK AND IMPLEMENTATION**

- 3.1 The work will be carried out at 8 No. ICCs as appended at **Annexure-“A**, which may be increased or decreased at the discretion of ETTSA.
- 3.2 The Department of Excise & Taxation, Pb. (DETP) will detail its officials to work out correct amount of Advance/entry tax to be collected and give it in writing (on identified forms for deposit) to cashier deployed by the Vendor.

- 3.3 The cashier of the Vendor after counting the amount received from the depositor will give it to sorter- who will check on UV lamp the genuineness' of currency received.
- 3.4 The cashier will return any fake & mutilated notes to payee for replacement there & then.
- 3.5 Cashier will authenticate receipt of cash with receipts stamp & initials, based on that the DETP official will sign official receipt of the payment received.
- 3.6 Vendor will also be responsible for Bundling of currency into different denomination.
- 3.7 The cash along with the drafts collected through out the day & night will be deposited in State Bank of Patiala or any other Bank / Treasury designated by the Punjab Government, on safe Cash Van provided by the Vendor from all its locations.
- 3.8 The Vendor will give receipt of cash for deposit from various ICC Locations on Vendor Receipt form and Bank receipt of cash deposit will be handed over to DETP on next day of collection.
- 3.9 Cash collected for deposit on day prior to Bank Holiday will be vaulted at Vendors vault and will be deposited on the next working day of bank.
- 3.10 The Vendor will be responsible for detection of fake currency notes and security at the ICCs. If there is any loss on this account, the Vendor will be liable to deposit the amount of loss so incurred.
- 3.11 All necessary reports/documents and other information will be supplied on a mutually agreed basis with the DETP and regular meetings will be held with DETP.
- 3.12 The DETP and ET TSA shall have the right to have any person of the vendor removed who is considered to be undesirable or detrimental to the interest of DETP and ET TSA.
- 3.13 Vendor will be responsible for the payment of Government dues which become liable to be paid on account of the services provided to DETP.
- 3.14 The vendor will have to provide bullet resistant cash van with crew of driver, cashier, loader and two gunman for transportation of cash from its ICCs locations for deposit with State Bank of Patiala, or any other Bank / Treasury designated by the Punjab Government. In case of any breakdown of cash van, the vendor will provide replacement at no additional cost.
- 3.15 The personnel deployed will be the employees of vendor & all the statutory liabilities will be paid for by vendor such as ESI, PF etc. and all other dues including salary will be paid by the vendor.
- 3.16 Adequate supervision will be provided by vendor to ensure correct performance of the said security services in accordance with the assignment instructions agreed upon between the two parties. The client reserves the right to change the assignment instructions at any time by issuing addendum to the agreement, to be signed between ET TSA and the vendor & same will be deemed to be forming part of that agreement.
- 3.17 The Security staff and the other employees of vendor shall not accept any gratitude or reward in any shape or form.
- 3.18 In the event of any loss occasioned to DETP as a result of any lapse on part of vendor or his employees which will be established after a joint enquiry, DETP can claim the same from vendor if any negligence is established on part of vendor.

- 3.19 The vendor shall be responsible for maintaining all property and equipment of DETP in proper condition, which is entrusted to it for its own use and under its control.
- 3.20 Other terms and conditions will be mutually negotiated from time to time.

• **PERFORMANCE STANDARDS**

- 4.1 The vendor will be responsible for providing security and smooth collection and deposit of the cash at the designated banks during the contract period. In case of default, DETP will have the right to arrange the replacement at the risk and cost of vendor from any source and shall raise bill to the vendor. Vendor shall clear such bills within seven days.
- 4.2 The vendor will deploy honest and dedicated employees for the smooth functioning of the ICCs and will replace any employee whose work is not found satisfactory.

• **SCHEDULE OF PAYMENTS**

- 5.1 Bills will be presented by the vendor duly verified by the location incharge of the respective ICCs, supported by attendance and satisfactory work certificate by seventh of the each month and shall be payable by ETTSA within 15 days of its presentation in ETTSA if it is complete in all respect.

• **BANK GUARANTEE**

- 6.1 The vendor shall at the time of signing the contract with ETTSA, furnish to ETTSA, a security in the form of an irrevocable and unconditional bank guarantee for an amount of Rupees two crore only (Rs. 2,00,00,000/-) issued by a scheduled bank. The DETP may recover any loss caused by any action of the vendor or its employees from this Bank Guarantee by encashing the same. The vendor shall ensure that the performance security is valid and enforceable upto 2 months after the validity period of the contract.

• **NO CLAIM CERTIFICATE**

- 7.1 The vendor shall not be entitled to make any claim what so ever against the DETP and ETTSA under or by virtue of or arising out of the contract nor shall the DETP and ETTSA entertain or consider any such claim if made by the vendor.

• **COMPLIANCE WITH LABOUR LAW**

- 8.1 Vendor shall be solely responsible for compliance with various laws, which may have any bearing on the employment, of the personnel used by him for rendering services to the DETP. The vendor shall undertake to meet all the statutory requirements as provided by the legislations governing labour practices or any other employment issues. In case of violation of any legal provision having its applicability to the present Contract or its subject matter, the sole liability, whether vicarious or other, shall be that of the Vendor and not of the DETP or of ETTSA

• **CONFIDENTIALITY**

- 9.1 The vendor or its personnel shall not, either during the term or after expiration of this contract disclose any proprietary or confidential information relating to the service, contract or the DETPs business or operations without the prior written consent of the DETP.

• **INDEMNITY CLAUSE**

- 10.1 Vendor shall indemnify DETP and ETTSA and also keep them indemnified against any loss or discrepancy of the cash including forged/fake notes, if any.
- 10.2 Vendor will be responsible for the integrity and honesty of their employees who are deputed for the aforesaid purpose. The vendor will indemnify the DETP for any losses due to infidelity of its employees/ representatives. Further more vendor will get the necessary insurance cover for covering the entire risk in the handling of cash during the course of contract and produce copy of the insurance cover to ETTSA.

- **ENTIRE RESPONSIBILITY OF VENDOR**

- 11.1 Irrespective of engagement of any particular employees or sub-vendors by the vendor for carrying out the work , the entire responsibility for satisfactory accomplishment of the work shall be that of the vendor even though DETP may have prior notice of the fact of engagement of any particular employee or sub-vendor by the vendor. Since ETTSA will be having privity of contract only with the vendor, it will be explicitly agreed between ETTSA and the vendor that the vendor alone shall be responsible towards DETP and ETTSA for any work or services rendered by any employee or sub-vendor of the vendor.
- 11.2 If any sub-vendor engaged by the vendor fails to discharge its obligations under any circumstances whatsoever, it shall be the responsibility of the vendor to arrange for an alternate sub-vendor or independently make other appropriate arrangements for substituting the services of the previous sub-vendor with similar or better level of services.

- **FORCE MAJEURE**

- 12.1 Not with standing the provisions of the contract, the vendor shall not be liable for any damages or termination if any to the extent that its failure to perform its obligation under the contract is the result of an event of force Majeure.
- 12.2 For purpose of this clause, force Majeure means an event beyond the control of the vendor and not involving the vendor and vendor's fault or negligence and not foreseeable. Such events may include, acts of wars or revolutions, fires, floods, epidemics, quarantine restrictions
- 12.3 Any loss of cash or otherwise, caused by any reason other than Force majeure, shall be borne by the vendor. ETTSA & DETP shall recover from the vendor, the cash collected by him, as per records of the DETP.

- **TERMINATION FOR DEFAULT**

- 13.1 ETTSA may without prejudice to any other remedy for breach of contract by written notice of default sent to the vendor, terminate the services in whole or in part if the vendor fails to deliver any or all of the obligations specified in the contract.

- **TERMINATION FOR INSOLVENCY**

- 14.1 ETTSA may at any time terminate the contract by giving written notice to the vendor without compensation to the vendor if the vendor becomes bankrupt or otherwise insolvent. Provided that such termination will not prejudice or affect any right of action or remedy which has accrued.

- **TERMINATION FOR CONVENIENCE**

- 15.1 ETTSA may by written notice sent to the vendor, terminate the contract in whole or part at any time for its convenience. The notice of termination shall specify the termination for DETP's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.
- 15.2 The obligations of the DETP and vendor will be suspended after giving one month's notice if there is any change in the government policy, any adverse judgment by the courts, etc.

• **TRANSFER OF LIABLILTIY**

- 16.1 In the event of exigencies arising due to the death of the contractor or for any other reason or circumstances the liability of the contractor shall be borne by the following on such terms and conditions as the DETP may think in public interest:
- (i) Legal heirs of the contractor in case of contractor in a proprietor.
  - (ii) The next partner in case of contractor is a company or firm, otherwise the decision of CEO shall be final and binding on the parties.

• **LIABILITY OF CONTRACTOR IN CASE OF MISHAPPENING**

- 17.1 In case of death or anybody injury due to mishappening otherwise during the discharge of duties in the Excise and Taxation Department, the contractor shall be responsible or liable for any compensation whatsoever or any other such liability.

• **PENALTY IN CASE OF ANY DELAY**

- 18.1 Government receipts must be deposited on the same day or next day incase of a holiday, failing which penalty @ 1% per day will be imposed withhold on the amount

• **DISPUTE RESOLUTION**

- 19.1 All disputes, differences, claims and demands arising under or pursuant to or concerning the contract shall be referred to the sole arbitrator i.e. the Financial Commissioner (Taxation) & Secretary to Government of Punjab, Department of Excise and Taxation. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The venue for the proceedings shall be Chandigarh and the language for the proceedings shall be English. The award rendered by the sole arbitrator shall be final and binding on both the parties. The appropriate courts at Chandigarh alone shall have the jurisdiction to entertain any applications, which may be filed by either of the parties under the provisions of the Arbitration & Conciliation Act, 1996.

• **SIGNING OF AGREEMENT**

- 20.1 The vendor will be required to sign an agreement with the above conditions with ETTSA and DETP.

## **ANNEXURE – “A”**

List of Information Collection Centres where Security and Cash collection services are to be provided:

1. ICC, Shambhu (Import)
2. ICC, Ghanouli
3. ICC, Dhaba Gujran
4. ICC, Doomwali
5. ICC, Banur,
6. ICC, Kalerkhera
7. ICC, Lalru
8. ICC, Sitogunno