



Securities and Exchange Board of India

Lucknow Local Office

3rd Floor,

Eldeco Corporate Chambers-II

Vibhuti Khand, Gomti Nagar,

Lucknow – 226010, Uttar Pradesh

Tender No. NRO /LLO /2 /2022

Tender Document – Part II

(Technical Bid)

**Providing Security Guards at Lucknow Local
office**

Tender submitted by.....

Providing Security Guards at Lucknow Local Office

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Providing Security Guards at Lucknow Local Office

NOTICE INVITING TENDER

Sub: Tender for Security Guards (Without Arms) at SEBI's Lucknow Local Office

1. Securities and Exchange Board of India (hereinafter referred to as "**Board**" or "**SEBI**") is an autonomous, statutory organization established in accordance with the provisions of the SEBI Act, 1992 of the Parliament of India. The basic function of SEBI as mandated by the SEBI Act is *"to protect the interests of investors in securities and to promote the development of, and to regulate the securities market and for matters connected therewith or incidental thereto"*.
2. Sealed tenders are hereby invited by SEBI, for the work relating to providing Security Guards at SEBI office premises in Lucknow towards carrying out services purely temporary in nature such as providing security guards in Skilled category for a period of one year. Tender is invited in a three part bid format, namely, "Empanelment Bid", "Technical Bid" and "Financial Bid".
3. The total estimated cost of the contract is Rs. 16.80 Lakhs.
4. **Contract Period:** The contract is for an initial period of 12 months from 1st day of the month succeeding the work order or otherwise, intimated by the board. Subsequent extension of contract for a period of up to 2 years, if any, will be by mutual consent and subsequent agreement between SEBI and the Agency. If the agency fails to perform any of their duties under this agreement and if SEBI is dissatisfied with the services of the agency during the contract period or extended period of service, SEBI may terminate the services of the agency, with a notice of winding up within a period of one month. The actual extension period may not necessarily be 12 months and the length of extension period is solely based on discretion of the Competent Authority of SEBI.
5. Agreement shall be drawn with the successful agency in prescribed format of agreement. The pro forma for the same has been provided in the tender documents. Agency shall quote their rates as per various terms and conditions of the tender document which will also form part of the agreement.
6. The important dates in respect of the said tender are as below:
 - i. The Pre-Bid Conference/ Meeting shall be held on 17/08/2022 (Wednesday) 11:00 AM at Lucknow Local Office, 3rd Floor, Eldeco Corporate Chambers-II, Vibhuti Khand, Gomti Nagar, Lucknow – 226010, Uttar Pradesh to clarify any points that the intending tenderers may have regarding the tender.
 - ii. Last date of receipt of tenders including, Earnest Money Deposit, Technical Bid and the Price Bid is up to 15:00 hrs. on 24/08/2022 (Wednesday).

- iii. Date of Opening of Empanelment Bid and EMD in the office of the undersigned at the address given below at 15:30 hrs. on 24/08/2022 (Wednesday) or as intimated later.
- iv. The complete tender documents shall be submitted to the office of the undersigned at the following address:

**The Officer-in-Charge,
Securities and Exchange Board of India
Lucknow Local Office
3rd Floor,
Eldeco Corporate Chambers-II
Vibhuti Khand, Gomti Nagar,
Lucknow – 226010, Uttar Pradesh.**

7. Tender document is required to be submitted along with Earnest Money Deposit (hereinafter referred to as “EMD”) of **Rs. 33,600/- (Rupees Thirty-Three Thousand and Six Hundred Only)** in the form of Demand Draft/ Pay Order drawn in favor of **Securities and Exchange Board of India** payable at **Delhi**. Any other mode of payment except Demand Draft/ Pay Order for EMD shall not be accepted.
8. EMD of successful agency so deposited will be held by SEBI, without paying any interest, till the submission of Bank Guarantee and the same will be returned to the agency after the submission of Bank Guarantee.

EMD of unsuccessful agencies will be returned without any interest by the expiry of bid validity period (i.e.90 days from the last date of submission of tenders) or by the 30th day after the award of the contract.

EMD shall be payable by all entities participating in the tender document. No exemptions would be available from payment of EMD amount, irrespective of the status of the entity.

9. However, EMD will be forfeited in the event of any erosion, refusal or delay on the part of agency to sign and execute the contract on acceptance of the tender. EMD will also be forfeited in case the agency fails to commence the work awarded to them within the prescribed time limit.
10. It may be noted that this tender document pertains to the contract for providing Security Guards at SEBI office premises towards carrying out services of purely temporary in nature.
11. The agencies shall keep the information contained in the tender document confidential and any details thereof should not be disclosed to any person who are not related to the said process.

12. Tenders not accompanied with EMD and not in the prescribed format as detailed in the document provided are liable to be rejected. Final decision of acceptance of the tender documents will lie with SEBI.
13. **Performance Guarantee:** The agency, whose tender is accepted, will be required to furnish performance guarantee equal to 5% of the contract value within 10 days of award of work. This guarantee shall be in the form of Guarantee Bonds (bank guarantee) of any Scheduled Commercial Bank. In case the agency fails to deposit the said performance guarantee within 10 days or the extended period, if any, EMD submitted by the agency shall be forfeited or released after suitable deduction. The performance guarantee shall be released after successful completion of the contract period. The performance guarantee should be valid for six months beyond the contract period, i.e. the initial performance guarantee would be valid for 18 months for the contract period of 12 months.

The performance guarantee shall be released after successful completion of the contract period as indicated in the General Terms and Conditions and standard operating procedure of this tender document. The format (content) for the bank guarantee is annexed.

14. **Mode of Submission of Tender**

The tender document shall be issued in three volumes, one for empanelment bid, one for technical bid and one for the price bid. The agency(s) shall be required to submit tender in four separate sealed envelopes, each containing as under:

- i) First envelope - Earnest Money Deposit in prescribed manner.
- ii) Second envelope - Part I (Empanelment bid).
- iii) Third envelope - Part II (Technical bid).
- iv) Fourth envelope – Part III (Price bid).

14.1 All the above four sealed envelopes, marked “**Earnest Money Deposit Only**”, “**Empanelment Bid Only**”, “**Technical Bid Only**” and “**Price Bid Only**” respectively, shall then be placed in **another sealed envelope** and submitted at the address mentioned above so as to reach by **15:00 hrs. on or before the last date of receipt of tenders i.e., 24/08/2022**. The name of work, the name and mailing address of the Agency and the contents of the envelope shall be clearly mentioned on the sealed outer envelope.

14.2 Tenders not received within the time specified shall not be accepted.

14.3 On the date stipulated for opening of tenders, the tenders shall be opened in the presence of the intending tenderers or their authorized representatives, who wish to be present.

15. The Agency shall submit a certified copy of Power of Attorney in the name of the person who has signed the tender document along with the technical bid of the tender document.
16. SEBI is not bound to accept the lowest or any other tender and reserves the authority to reject any or all the tenders received without assigning any reason. Conditional tenders shall be summarily rejected.
17. SEBI reserves the right of accepting the whole or any part of the tender and the agency shall be bound to perform the same at the rates quoted.
18. The tender for the work shall remain open for acceptance for a period of **ninety days** from the last date of submission of tenders. If any agency withdraws his tender before the same period or makes any modifications in the terms and conditions of the tender which are not acceptable to SEBI, then SEBI will, without prejudice to any other right or remedy, be at liberty to forfeit the EMD of the said agency.
19. The successful agency shall carry out an agreement for the work. The format for the same is annexed.
20. This Notice Inviting Tender shall form part of the contract document. The successful agency, on acceptance of the tender by SEBI, shall within 30-days from the stipulated date of commencement of work sign the contract consisting of notice inviting tender, special instructions, general and special conditions of contract, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

Yours sincerely,

Gagan Wadhwa
Deputy General Manager

Special Instructions to the Agency

1. The agency has to arrange for engaging their security guards on Sunday/ Public Holidays, if so desired by SEBI, taking into consideration the working hours as stipulated in the appropriate Act governing the said security guards being deployed. Overtime wages / compensatory off as detailed in the 'Terms and Conditions' will be paid / granted to the contract labour / security guards for working beyond the stipulated working hours (cumulative work hours per week basis). The option of granting overtime or compensatory off would be at the sole discretion of SEBI.
2. All the security guards being deployed should be the employees of the agency only and they should be deployed by the agency for their specific work at the Board's premises.
3. SEBI will make payment to the agency for services rendered satisfactorily on monthly basis in accordance with the relevant clause of conditions of contract. The agency has to make the payments to the security guards before the 7th of the succeeding month, irrespective of the date of payment to the agency by the Board.
4. The agency is required to obtain the suitable software to generate pay-slip/ wage sheet, reports of attendance, Overtime, leaves, total leaves availed, weekly offs, etc. so that the same can be generated at any given point of time. Further, the software should also capture the wages of the contract security guards and the statutory deductions to be made for them. The report generation and the requirements should be as approved by the concerned officer of the Board. SEBI shall / may take back-up of the attendance details for any such data pertaining to the staff deployed at SEBI.
5. The agency has to submit the reports such as attendance, overtime on daily basis and wage sheet, monthly leaves availed, leaves balance etc. on monthly basis along with the bill to be raised. Nothing extra over and above the quoted rates would be paid to the agencies towards the required software. In the event that the agency does not provide the said software as required or provides a system wherein the desired reports are not generated, the Board reserves the right to install the software and deduct the amount incurred from the monthly bills of the agency.
6. By acknowledging the above letter and collecting the tender document, the agencies are hereby accepting the non-disclosure clause in the tender and are accepting the same.
7. The agency's personnel (supervisor) will be deployed at SEBI premises once in fifteen days and also whenever called by the Officer-in-Charge.

8. The workman has to put in 54 working hours in a week. The Normal working hours would be as follows for different categories:

a. The working hours for Security Guards would be in following shifts (including 1 hour lunch break):

First shift: 07:00 AM to 4:00 PM

Second shift: 03:00 PM to 12:00 AM

Night Shift: 11:00 PM to 08:00 AM

b. However, these timings may be changed without any overall impact on the period of duty as per requirement of operation as per the discretion of the concerned official of the Board. The personnel would get a day off every week. The weekly off may be scattered for certain security guards depending upon the requirements and nature of duties.

9. Attendance of the staff should be maintained and subsequent follow ups should be done regularly.
10. The agency shall provide the name of the senior management person along with their mobile / telephone number and one contactable number of each staff. No extra charges shall be paid for the same.
11. The agency must ensure that desired number of staff are always available at SEBI's office. Any continuous shortfall in the desired number may lead to cancellation of contract.
12. The entire set of tender document issued to the agency should be submitted **all complete** and also signed and stamped on every page. Initials and signature will indicate the acceptance of the tender conditions by the agency.

MEMORANDUM

Description of work

Agency is required to provide Security Guards for services staff for services, purely temporary in nature as per the requirement of the Board at SEBI office premises located in Lucknow.

- a. Earnest money deposit** : Rs. 33,600/- (Rupees Thirty-Three Thousand and Six Hundred Only) by Demand Draft/Pay Order in favor of Securities and Exchange Board of India payable at Delhi.
- b. Period of contract** : The contract period will be for one year commencing from 1st day of the month succeeding the work order or otherwise intimated with a minimum time gap of 10 days from the date of issue of work order.
- c. Performance Guarantee** : The agency whose tender is accepted, will be required to furnish performance guarantee equal to 5% of the contract value within 10 days of award of work. This guarantee shall be in the form of Guarantee Bonds (bank guarantee) of any Scheduled Commercial Bank. In case the agency fails to deposit the said performance guarantee within 10-days or the extended period if any, EMD by the agency shall be forfeited automatically without any notice. The performance guarantee shall be released after successful completion of the contract period. The performance guarantee should be valid for six months beyond the contract period, i.e. the initial performance guarantee would be valid for 18 months for the contract period of 12 months.

Should this tender be accepted, I/ We agree to confirm and to abide by and fulfill the terms and provisions of the said conditions of contract annexed hereto so far as they may be applicable and in default whereof, authorize the Board to forfeit and pay to the Board, whole or part of the amount of Security Deposit mentioned in the said contract.

I/ We agree that on award of work (part or whole) the Rs. 33,600/- (Rupees Thirty-Three Thousand and Six Hundred Only) will released after the submission of Bank Guarantee (Performance Guarantee). I/ We also accept that there will be no interest payable on the above amount. Should I/ We fail to perform the terms of the contract when awarded, I/ we do hereby agree that this sum shall be forfeited by the Board for several reasons as given in the terms and conditions of the contract.

Our Bankers are:

- a)
- b)

The names of partners of our firm, if any, are:

- a)
- b)

The name(s) of the partner/proprietor/ director of the firm authorized to sign:

Name of the persons having power of attorney to sign the contract:
(Certified true copy of the Power of attorney to be attached)

The name of the person(s) along with his qualification who will be maintaining the records like attendance, P.F., ESIC account / workmen compensation policy (as applicable), various labour law compliances and all other registers etc.:

Yours faithfully,

Signature of the authorized representative of the agency

Name of the Signatory

Seal

Witnesses

1 Signature :

Occupation :

Address :

2 Signature :

Occupation :

Address :

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. Interpretations:

In the contract, the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

- i. **'Contract'** means the documents forming the tender and acceptance thereof and the formal agreement executed between SEBI and the agency, together with the documents referred to therein including these conditions and other instructions issued by SEBI from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- ii. **'SEBI/ Board'** means Securities and Exchange Board of India constituted under Section 3 of the Act and having its Head Office at SEBI Bhavan, Plot No. C4-A, 'G' Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051 and includes its representatives, successors and assignees.
- iii. **'Competent Authority'** means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of the Board.
- iv. **'Agency or Agencies'** means the firm or agency or individual engaged by the Board to carry out the work. It shall also include their legal representative(s), successors or assigns.
- v. **'Site'** means Office of Securities and Exchange Board of India located at Securities and Exchange Board of India, Lucknow Local Office, 3rd Floor, Eldeco Corporate Chambers-II, Vibhuti Khand, Gomti Nagar, Lucknow – 226010, Uttar Pradesh during the contract period.
- vi. **'Schedule of quantity'** means the schedule of quantity as specified and forming part of this contract.
- vii. **'Services' or 'Service'** means the service(s) described in the 'Scope of Service' and/or to be executed in accordance with the contract, the obligations of the agency hereunder and work to be done by the agency under the contract.
- viii. **'Works' or 'work'** means the service(s) described in the 'Scope of Work' and/or to be executed in accordance with the contract, the obligations of the agency hereunder and work to be done by the agency under the contract.
- ix. **'Month'** means calendar month.
- x. **'Week'** means seven consecutive days.
- xi. **'Day'** means a calendar day beginning and ending at 00 hrs. and 24 hrs. respectively.

2. **Scope of the Tender:** The scope of tender is for providing Security Guards on the rolls of the agency on contract / temporary basis.
3. Where the context so requires, words imparting the singular only also include the plural and vice versa.
4. Any reference to masculine gender shall wherever require, include feminine gender and vice versa.
5. Tenders, which should always be placed in sealed cover with the name of the work written on the envelopes as detailed earlier, will be received up to 15:00 hrs. on 24/08/2022 and will be opened in SEBI office on the last day of submission at 15:30 hrs. Tenders received after 15:00 hrs. of the last day of submission shall not be accepted.
6. Being a three-part tender, dates of submission, opening of tenders and the parts thereof along with superscription on the envelopes should be as per specific instructions on the tender notice/form.
7. The contract will be for a period of one year commencing from the day as intimated by the board. However, as indicated earlier, the contract would be awarded for an initial period of three months. If the services are found to be satisfactory, the contract will be awarded for the balance period of nine months.
8. The agency should quote the percentage of the wages towards service charges for providing the service of Security Guards on the basis of per person per month in figures as well as in words in the BOQ (i.e. the Financial Bid) after taking into account various services to be rendered by them including providing the required software for generating pay-slips and attendance data, insurance charges, all administrative charges, liaison and representation before labour authorities, should a need arise and other such services as mentioned in the later part of the document. Please note that the amount quoted towards service charges per person per month is the only amount that would be payable to the agency for all the services rendered by the agency to SEBI. The agency has to make the payment to the workmen first and then raise the invoice to SEBI along with the proof of payment of the current month, statutory dues of the preceding month, etc. The service charge is payable for all the components of wages, i.e., Salary, Bonus, Leave Wages, OT, Gratuity, Conveyance etc. The agency should take note of the same. The service charges to be quoted are percentage of the monthly wages and not in absolute amount. Goods and Service Tax (GST) as applicable, shall be paid extra by the Board on the bills raised by the agency (as already indicated in the financial bid). The Agency shall pay the GST to the respective Govt. authorities and maintain all proofs of payment in this respect for such time as per the requirement of Law. It must be noted by the agency that TDS, as applicable, will be deducted on the bills raised by the agency.

9. EMD amount of Rs. 33,600/- (Rupees Thirty-Three Thousand and Six Hundred Only) should be submitted along with the tender in the form of Demand Draft/ Pay Order drawn in favor of Securities and Exchange Board of India, payable at Delhi. EMD shall only be in the form of Demand Draft / Pay Order.
10. The decision for the acceptance of the tender will rest with SEBI, which does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all of the tenders received without assignment of any reason thereof. Tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect may be rejected.
11. On acceptance of the tender, the name of the accredited representative(s) of the agencies who would be responsible for taking instructions from SEBI shall be communicated by the agency in writing.
12. The tender for services shall remain open for acceptance for a period of 90-days from the date of opening of the tenders.
13. Agencies shall sign and seal on all the pages of the tender documents for all the parts.
14. The Agency shall not assign or sub-contract the contract or any portion thereof to any third party, except with prior written permission of SEBI. In case of breach, Board has liberty to serve notice and rescind the contract along with forfeiting of the security deposit / performance guarantee, if required.
15. Any money payable by the agency to SEBI under the terms of this contract and if not paid within the stipulated time, may be deducted /adjusted from the monthly bills/ Performance Bank Guarantee/ Any other payment to be paid by the Board to the agency.
16. SEBI shall have right to carry audit of the work and the bills of the agency including all supporting vouchers, abstracts, PF challans along with ECR, GST and professional tax challans etc., through any of its employees, representatives or consultants. If as a result of the examination or otherwise any sum is found to have been overpaid or over certified, SEBI shall recover the sum from any payment due to the agency for such work.
17. In all circumstances, the agency shall make payments to its employees deployed at SEBI on or before the date specified under the relevant statutes, however the payments to the security guards should be made not later than the 7th day of the calendar month of the succeeding month.
18. If for any reason, the agency obliged by virtue of the provisions of the **Workmen's Compensation Act, 1923/ ESIC** or any statutory modification or re-enactment thereof to pay compensation to a security guards employed by the Agency in execution of services, fails and SEBI fulfils the obligation, then SEBI shall be entitled to recover from the agency the amount of compensation so paid

from the security deposit or directly from the agency in case the amount is more than EMD amount.

The present wage structure does not include the payment to be made to the security guards towards the ESIC component, however, in the event that the ESIC becomes applicable to the security guards, then the amount towards the ESIC component would be paid to the agency to pay to the ESIC authorities.

The agency has to obtain a workmen compensation policy covering all the security guards being supplied/ deployed at the Board's premises for the gross salary of each security guards as indicated in the annexures. The premium payable towards the workmen compensation policy has to be included in the agency's over heads and profits only and nothing extra would be payable on this account. The workmen compensation policy has to be submitted within 10 days of issue of the work order / letter of intent, failing which the Board would take the policy and the premium paid would be recovered from the monthly bill of the agency / EMD submitted by the agency. The agency shall necessarily submit the workmen compensation policy before commencement of the work.

19. Agency shall take "Full Responsibility" for providing Security Guards as described in the tender documents. Work also includes liaison with all statutory / public bodies, ensuring/making timely payment of all dues and taxes etc., to these bodies, keeping all NOCs and permits/ licenses duly validated at all times and taking prompt action to renew the same.
20. The agency shall, if and when so advised by SEBI, provide the Security Guard at the premises, or any other offices/ residential premises of SEBI, as may be required by SEBI, at the agreed tender rates. The essential qualification/skills/ experience and the tentative number of service staff required and scope of services as given at Annexure of the Bid document may vary depending on the requirement. No additional amount will be given towards service charges.
21. It shall be the responsibility of the agency to verify the qualification and experience of the Security Guard. Candidates will be examined for performing the defined functions by SEBI and SEBI reserves the right to verify and check the credentials and qualification of Security Guard. The agency will furnish to SEBI full particulars of the personnel deployed by him including details like name, permanent address, age etc. along with photograph and the agency will also ensure the verification of the antecedents of such personnel from their ex-employer (if any) and police verification.
22. The deployment of the security guards by the agency at SEBI premises under this contract will be purely on temporary basis. No relationship of employer and employee shall be entertained between SEBI and the personnel engaged by the agency. The personnel so deployed shall have no claim for regular appointment in SEBI due to his/ her services under this contract. The agency shall ensure that all persons deployed / provided at SEBI premises are the employees of the agency / on the rolls of the agency, are efficient, skilled, honest and conversant with the nature of work as required.

23. SEBI may require the agency to replace any person or persons, deployed at SEBI by the agency, who may be incompetent or for his/her/their misconduct and the agency shall forthwith comply with such requirements. The agency has to undertake / complete the formalities of obtaining the police verifications for all the security guards being deployed at the Board's premises.
24. For all intents and purpose, the agency shall be the "Employer" within the meaning of different Labour Legislations in respect of support service staff so deployed in SEBI. **The persons deployed by the agency in SEBI shall not have any claims of Master and Servant relationship nor have any principal and agent relationship with or against SEBI.** They shall, in no case, be entitled for claiming regularization/employment in SEBI on the basis of having rendered services through the agency.
25. The agency alone shall have the right to take disciplinary action against any person(s) engaged / employed by him; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against SEBI. SEBI shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the agency for any purpose whatsoever nor would SEBI be liable for any claim(s) whatsoever of any person(s) of the agency and agency shall keep SEBI totally and completely indemnified against any such claim(s).
26. In case of termination of this contract on its expiry or otherwise, the persons deployed by the agency shall not be entitled to and will have no claim or any absorption nor for any relaxation for absorption in the regular/ otherwise capacity in SEBI. An undertaking from the person to this effect will be required to be submitted by the agency to SEBI. On award of contract, the agencies security guards would be allowed to discharge duties at SEBI premises only after the agency endorses his staff for deployment at SEBI.
27. The agency shall be solely responsible for the redress of grievances/resolution of disputes relating to person deployed. SEBI shall, in no way be responsible for settlement of such issues whatsoever.
28. The attendance for the personnel deployed by the agency at the premises of SEBI shall be maintained by the agency in manual format and it shall be monitored by agency. The charges towards the procurement and installation of the required software shall be borne by the agency.

29. Sufficiency of the Tender

The Agency shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the services and of the rate/s and price/s quoted in the Schedule of Quantity, which rate/s and price/s shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for carrying out the work.

30. Work Order/ Letter of Intent

Within the validity period of the tender, SEBI shall issue a work order / letter of intent to the agency to enter into an agreement for carrying out the work as per the terms of the tender. The work order shall constitute a binding contract between SEBI and the Agency.

31. Language

The language in which the contract documents shall be drawn shall be English.

32. Earnest Money Deposit (EMD)

The tenderer shall furnish EMD of Rs. 33,600/- (Rupees Thirty-Three Thousand and Six Hundred Only) in the form of Demand Draft/ Pay Order drawn in favor of Securities and Exchange Board of India, payable at Delhi. No tender shall be considered unless the EMD is so deposited in the required form along with the tender. No interest shall be paid on EMD.

EMD of successful agency so deposited will be held by SEBI, without paying any interest, till the submission of Bank Guarantee and the same will be returned to the agency after the submission of Bank Guarantee.

EMD of unsuccessful agencies will be returned without any interest by the expiry of bid validity period (i.e. 90 days from the last date of submission of tenders) or by the 30th day after the award of the contract, whichever is earlier.

The EMD shall stand absolutely forfeited, if the tenderer revokes his tender during the period he is required to keep his tender open for acceptance by SEBI or after it is accepted by SEBI and the agency fails to commence the work within the stipulated time.

33. Insurance

The agency shall obtain a third party insurance cover for an amount of Rs.5,00,000/- for each accident. The premium for the same is to be paid by the agency only and nothing extra would be payable on this account. The premium towards the same should be factored in the percentage service charges to be quoted by the agency in the financial bid.

The agency is also required to take the workmen compensation policy covering all the security guards deployed at the Board's premises and the wages towards the said policy should be as per the wages indicated against the respective category of security guards in the financial bid. The premium should be paid by the agency and the charges towards the same should be included in the service charges to be quoted.

The agency is also required to obtain the Group Medclaim insurance policy (Floater / Group) from any of the PSU insurance companies to the extent of Rs.3,00,000/- only per workman per year for its workmen (only those who are not covered under ESIC) engaged only in the category of Skilled, Semi-skilled and Un-skilled workmen. All eligible workmen and his / her dependants (spouse / dependant children / dependant parents) shall be covered as declared by the workmen. Medclaim policy is not to be extended to the workmen engaged in Clerical category. The premium payable towards the said Medclaim policy shall be reimbursed by SEBI to the agency at actuals based on submission of the documentary proof of premium payment. The premium paid for the Medclaim policy shall not be recovered from the workmen.

34. Assignment, Subletting and Agency's Superintendence

The whole of service included in the contract shall be carried out by the agency and he shall not directly entrust and engage or indirectly transfer assign or sub-contract or any part or share thereof or interest therein without the prior written consent of SEBI and no undertaking shall relieve the agency from the responsibility of the agency from active superintendence of the service.

In case of breach, the Board has liberty to serve notice and rescind the contract along with forfeiting of the security deposit including revoking of Bank Guarantee etc., if required.

35. Agency's Supervision

The Agency's Supervisor shall supervise and direct the services efficiently with his best skill and attention. He shall be solely responsible for means, methods, techniques, procedures and sequences.

The agency shall at all times enforce strict discipline and good order among his employees and shall not employ on the services any unfit person or anyone not skilled and experienced in the assigned task. The agency shall in respect of labour employed by him comply with or cause to be complied with the provisions of various labour laws and rules and regulations as applicable to them in regard to all matters provided therein and shall indemnify SEBI in respect of all claims that may be made against SEBI for non-compliance thereof by the Agency. In the event of the agency committing a default or breach of any provisions of labour laws and rules and regulations, the Agency shall without prejudice be liable to be prosecuted as per Indian Laws.

The agency shall be responsible for the discipline and conduct of the Security Guard deployed by them and in case the Security Guard lack in discipline and their quality of service deteriorates by any means during the course of their service, the agency shall provide replacement services of suitable personnel.

The agency shall comply with all rules and regulations regarding safety and security of its employees and SEBI shall in no way be responsible in any manner in case of any mishap to its Security Guard. The personnel provided shall be

under the direct control and supervision of the agency. Accordingly, they shall comply with the oral and written instructions being given on day to day basis by supervisors from time to time. They will be bound by office timings, duty, placement, locations, etc., as required by SEBI.

The agency's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters as all are of confidential in nature.

36. Protection of Services and Property

The agency shall continuously protect properties and other assets of SEBI from injury or loss arising in connection with contract and shall make good any such damage, injury, loss resulting due to his/ his employees' fault or negligence.

The agency shall take all precautions for safety and protection of his employees and shall comply with all applicable provisions of government and local bodies safety laws and building codes to prevent accidents or injuries to persons or property in or adjacent to his place of service. The agency shall take insurance covers as specified elsewhere in the contract.

SEBI shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicle of the personnel of the agency.

37. Uniform and Shoes for the security guards

The contractor shall provide uniform as per the satisfaction of SEBI consisting of at least two sets of uniform and one pair of shoes for the Security Guards. The cost of providing uniform should be borne solely by the contractor. The charges towards providing uniform for the Security Guards are to be factored in the service charges to be quoted by the contractor in the Price Bid. It may be noted that the charges towards the uniform shall be incorporated while quoting the service charges and accordingly any such charges shall not be recovered from the security guards. Any such category of security guards who have been provided uniform, if not wearing full uniform, shall not be allowed to attend his/her duties and shall be considered absent from duty.

38. Wages to be Paid and Escalation

Wages to be paid to each category should be as detailed in the financial bid for each category. The category of "Security Guard-without arms" of Central Sphere should be followed for the minimum wages of the security guards.

The allowances indicated in the wage structure, i.e Conveyance allowance, CCA, etc. are temporary in nature and the Board reserves the right to revise / modify / remove the said allowances at any given point of time and the agency has to suitably make the changes in the wages of the security guards. No loss of profit should be claimed by the agency for any withdrawal / decrease in the allowance / decrease in the number of security guards, etc. In other words, the percentages service charges quoted by the agency per person per month would

remain the same throughout the contract period irrespective of the revision in wage structure and the variation in the number of security guards being deployed by the agency.

39. Bonus/ Leave Wages/ Gratuity

Bonus as applicable under the Bonus Act 1965 is to be paid to the security guards only once in a year (within 8 months of the closing of the accounting year and preferably during Diwali festival period) as per the provisions of the Act. Wherever Bonus is payable, the Board will reimburse the minimum Bonus payable to the security guards only, however, the agency is at liberty to pay the bonus as they deem fit over and above the minimum applicable as per the Act. The indicative bonus payment is included in the wage structure.

Leave wages: The security guards are entitled to 21 days of paid leaves in a year. The leave wages are included in the wage structure.

Gratuity: The agency has to abide by the relevant provisions of the Gratuity Act and make payments to be made to the security guards as and when the same are applicable to the security guards. The payment of gratuity is also included in the wage structure.

The wage structures given in the Financial bid have also taken into account the bonus / leave wages / gratuity payable to the security guards on monthly basis. However, the said amount towards the bonus, leave wages and gratuity would not be paid on monthly basis. The agency has to pay the said amount to the security guards as and when the same are due and payable to the security guards and the seek reimbursement from SEBI. The Board would reimburse the said amount to the agency after due verification of the payments made to the security guards.

If any amount which is payable, is not paid to the security guards for any reason what so ever, or if the Board is not satisfied with the submissions made by the agency or if the Board receives any complaint regarding non receipt of the said amount, the Board reserves the right to recover the said amount from the monthly bills / from the performance guarantee submitted by the agency and pay the same to the security guards.

40. Replacement/ Substitute

The agency must also be able to arrange for the replacement of the existing Security Guard(s), as per the instructions/requirements of SEBI. In case a Security Guard is absent or availing leave from duty for more than 3 days, the agency shall provide replacement without any additional cost to SEBI. However, the agency shall ensure that the Security Guard shall get leaves, as per the prevailing labour laws.

In case a person deployed comes late/leaves early on three or more occasions in a calendar month, one-day wage shall be deducted. The late comings or early goings may be adjusted from total overtime hours on monthly basis.

If a person wants to leave early or come late on account of any personal reason, he may do so after obtaining prior approval of the supervisor.

The selected agency shall immediately provide a substitute in the event of any person absent from duty or availing leave for more than 3 days or leaving the job due to personal reasons.

41. Wherever security guards is indicated, it includes both male as well as female Security Guards in various categories.
42. **Applicability of revision in minimum wages/ statutory components by the labour / Govt. authorities**

If there is revision in the minimum wages / statutory components of the pay structure including Bonus, gratuity, Provident fund, etc. by labour / Govt. authorities, the same should be brought to the notice of SEBI by the agency immediately. The same may be effected only after the written consent of SEBI.

43. **Working Hours of the Security Guards**

The workmen has to put in 54 working hours in a week. The working hours for Security Guards would be in following shifts (including 1 hour lunch break):

First shift : 07:00 AM to 4:00 PM

Second shift : 03:00 PM to 12:00 AM

Night Shift : 11:00 PM to 08:00 AM

The board reserves the right to either leave the security guards early or may give them leave for the entire day in the event the office is closed or is a holiday for the office or particular departments of office.

The above timings may be changed without any overall impact on the period of duty as per requirement of operation as per the discretion of the concerned official of the Board. The personnel would get a day off every week. The weekly off may be scattered for certain security guards depending upon the requirements and nature of duties.

The Security Guards need to attend the service on shift duties, six days a week without any overall impact on the period of duty. The Security Guards would be paid "off salary" as indicated in the pay structure for the extra hours of service attended once in a week.

The decision of SEBI in compliance with relevant laws with regard to payment of off salary (overtime) or compensatory off for attending duties on weekends/holidays / working beyond stipulated service hours shall be final and binding.

44. Police Verification

The agency has to undertake / complete the formalities of obtaining the police verifications for all the security guards being deployed at the Board's premises. The agency shall be responsible for verifying the credentials of the security guards being deployed at SEBI at their end. The cost for the same shall not be paid extra and shall be included in the service charge quoted by the agency.

45. Reservation for SCs and STs

The agency shall ensure that Scheduled Castes and Scheduled Tribes are employed in accordance with percentage fixed for them at the Centre or Local Governments.

46. Conveyance:

Conveyance incurred by the agency security guards in the course of discharging their duties as per the instructions received from their supervisor (on the specific requirement of Board officials) would be reimbursed to the agency at actuals based on submission of bill. The conveyance vouchers shall be certified by the supervisor of the agency and the concerned SEBI official.

47. Payment of Bills by the Board.

Monthly payment shall be made to the agency as per the conditions of contract. The bill shall be processed and cleared within 30 days from the date of receipt of bill, provided the bill has been submitted with all the required copies of the registers, enclosures, certificates, proof of payments, attendance records, etc. For the sake of billing, the cut off dates for billing can be decided on mutually agreed basis (such as 1st to 30th or 26th to 25th, etc). The agency has to submit the wage slips, attendance record of the workmen, proof of payment of PF, statutory registers, certificate of confirmation that the PF (ECR), Professional Tax have been paid to the respective authorities for the workmen deployed at the board's premises. Proof and certificate that the amount towards GST collected from the Board has been paid to the respective authorities. Similarly bills pertaining to overtime wages, leave wages, bonus, etc are to be paid to the workmen as and when they are due and then raise the bills to SEBI for reimbursement.

The bill shall be prepared by the agency and submitted on monthly basis in the format prescribed by SEBI.

48. Service on Weekends and Holidays

The agency shall provide Security Guards on round-the-clock basis on all days. However, the security guards are allowed holidays on 10 occasions in a year (such as October 02, January 26, August 15, May 01, Diwali, Holi, etc). The list of holidays would be decided on mutually agreed basis once the service is commenced. Either applicable overtime or compensatory off in lieu thereof shall be provided for attending duties on holidays. The decision of SEBI in compliance with relevant laws with regard to payment of overtime or compensatory off for attending duties on weekends / holidays shall be final and binding.

The rest of the days (apart from weekly offs and the 10 holidays), are working days for the security guards unless and otherwise stated in writing by the concerned officer of the Board. The decision of the concerned officer of the Board would be final and binding on all concerned in such matters. The Board may also declare additional holidays, i.e., days where the office of the Board is closed on a case to case basis.

49. Additional Work

Should any new areas of work transpire which SEBI considers are not envisaged as being part of this tender, the wages for the new scope of work shall be mutually agreed between SEBI and the agency based on established norms. However, there shall not be any change in the quoted service charges/overheads and profits mentioned in the financial bid.

50. Place of Work/ Service

The security guards could be deployed at any of the premises of the Board in Lucknow.

51. Facilities to/ by the agency

The agency shall provide mobile phone to the supervisor appointed for overall supervision of the Security Guards deployed for carrying out day to day services. The charges towards the same are deemed to be included in the rate/s quoted by the agency and no payment beyond quoted rate/s will be made to the agency on this account.

The Agency shall provide telephone number/s of at least two of their senior officials who shall be contacted in case of any exigency during normal and after office hour operations on all days, including weekends and holidays.

52. Pre-Bid Meeting

The Pre-bid meeting has been scheduled to be held as provided, the representatives of the agency are advised to be present for the same. The copy of the minutes issued after the pre-bid meeting, if applicable, would become part of the tender document and needs to be compulsorily submitted along with this

technical bid. It may be noted that conditional tenders would summarily be rejected and will not be accepted by SEBI.

53. Compliance with all Statutory Requirements

The Agency shall comply with all statutory requirements, provisions of relevant Acts, rules and regulations prescribed by the local as well as state/ central government authorities from time to time and submit required proof of compliance to SEBI.

The agency shall produce all the relevant statutory documents for inspection by SEBI and the Government Authorities as and when required. The agency shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. The Agency shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules as amended from time to time and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this contract.

The agency shall give all notices required under the said Act, Rules, Regulations and Bye-laws etc., and pay all fees payable to such authority/authorities for carrying out the work. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees etc., and shall indemnify and hold harmless to SEBI and its directors, officers and employees from and against all and any disputes, claims, demand, fines, losses, damages, penalties, litigations criminal as well as civil, expenses and proceedings connected with the implementation of this contract on account of and/or arising from any failure/ breach or non-compliance whatsoever by the agency or any of the persons deployed by him pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission whether willful or not, and whether within or outside the premises including but not limited to any and all claims by the Security Guard

Other compliances:

- All Security Guard deputed by the agency at SEBI premises should be issued appointment letters on the agency's letter head. A copy of the same be submitted to SEBI.
- Payment slips should be issued by the agency to the staff deputed on SEBI sites.
- Identity card should be issued by the agency to the Security Guard deputed on SEBI sites.
- For P.F./ ESIC - Copy of returns filed should be submitted to SEBI on monthly/ regular basis.

- Copy of the GST paid receipt along with a declaration of the amount of GST paid on account of bills raised against SEBI should be enclosed along with the monthly bill.
- The agency shall maintain all registers /notice boards as stipulated by law at SEBI site.

Local Laws, Acts, Regulations

The agency shall strictly adhere to all prevailing labour laws inclusive of The Contract Labour (Regulation and Abolition Act of 1970) and other safety regulations. The agency shall comply with the provisions of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable for carrying out the work. The following is the indicative list and not exhaustive.

- a. Minimum Wages Act, 1948 (Amended)
- b. Payment of Wages Act, 1936 (Amended)
- c. Workmen's Compensation Act 1923 (Amended)
- d. Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended)
- e. Apprentice Act 1961 (Amended)
- f. Industrial Employment (Standing Order) Act 1946 (Amended)
- g. Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- h. Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- i. Employees State Insurance Corporation Act
- j. Any other Act or enactment relating thereto and rules framed there under from time to time.

The Agency shall keep SEBI saved harmless and indemnified against claims, if any, of the security guards and all costs and expenses as may be incurred by SEBI in connection with any claim that may be made by any security guards relating to service carried out by the agency for this contract.

The Board reserves the right to inspect the GST paid receipt along with a declaration of the amount of GST paid on account of bills raised against SEBI, if required.

The agency has to maintain all the required registers, forms, slips, etc as require by the statutory authorities. The agency has to maintain and produce the following registers (not limiting to the ones indicated below) as and when the same are required by SEBI/ inspecting authorities:

- I. Required license for providing the security guards (Form IV)
- II. Form VI-A (notice of commencement / completion of work)
- III. Register of security guards employed by him (Form XIII)
- IV. Employment card (Form XIV) for the security guards

- V. Muster roll to be maintained regularly by the agency (Form XVI)
- VI. Register of wages to be maintained by the agency (Form XVII)
- VII. The agency has to issue the wage slips to the security guards (for XIX)
- VIII. Agency has to maintain the Register of Overtime (Form XXIII)
- IX. Agency has to submit the returns (half yearly /annual) as required by the statutory authority (Form XXIV).

54. Commencement of Services and Contract period

The contract shall commence as intimated by SEBI. The Contract shall be for a period of one year from the date of commencement of the service. However, the contract shall be awarded for an initial period of three months. If the services are found to be satisfactory, the contract will be awarded for the balance period of nine months. Contract period may be extended for a maximum period of two years on the sole discretion of SEBI. However, there would be strictly no increase in the service charges for the extended period of contract. It may be noted that the Extension of contract, if any, shall be entirely at the discretion of SEBI.

In case the services of the agency are not found satisfactory, or there is a breach of any of the terms & conditions of the contract and/or the agency fails/neglects to carry out any instruction issued to him by SEBI from time to time the contract can be terminated by SEBI on giving of a notice of **one month**. Deficiencies, if any, shall be brought to notice of the Agency and if the required corrective action is not taken within a reasonable time, SEBI shall have the right to terminate the agreement without any further notice. The Board should not be liable for any cost/ damage/ expenses or any loss whatsoever that the Agency may suffer on being served with winding up notice by the Board.

55. Timelines and condition for release of the Earnest Money Deposit (EMD), Returning of Performance Bank Guarantee of the successful tenderers.

a. Earnest Money Deposit (EMD):

EMD of successful agency so deposited will be held by SEBI, without paying any interest, till the submission of Bank Guarantee and the same will be returned to the agency after the submission of Bank Guarantee.

EMD of the agencies who are not qualified based on the eligibility criteria of the Empanelment Bid will be returned within 45 days from the last date of submission of tenders. EMD of qualified but unsuccessful agencies will be returned without any interest by the expiry of bid validity period (i.e., 90 days from the last date of submission of tenders) or by the 30th day after the award of the contract whichever is sooner.

EMD shall be payable by all entities participating in the tender document. No exemptions would be available from payment of EMD amount, irrespective of the status of the entity.

b. Bank guarantee (performance guarantee) (as per the pro-forma guarantee attached):

The performance guarantee / Bank Guarantee should be valid for six months beyond the contract period (and includes the extension period, if any). It may be noted that the Bank guarantee would be released after the completion of the claim validity period / extended period, if any. The Bank Guarantee would be released subject to payments of all applicable dues such as monthly wages, overtime, conveyance arrears (if any), leave wages, Bonus (if it falls within eight months of the end of the previous financial year), gratuity (if applicable to any security guards).

56. Dismissal of Security guards

The agency shall, on the request of SEBI, immediately replace any person employed thereon by him from services, who may be, in the opinion of SEBI, unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against SEBI or any of its officer or employee.

The engagement of outsourced person shall be purely on temporary and on contract basis. The agency shall at all times make it absolutely clear to the outsourced personnel hired through them at SEBI that such deputed do not have any claim whatsoever for any regular employment in SEBI. Any outsourced personnel deputed at SEBI can be removed any time by giving notice to the agency and the Security Guard in the circumstances provided herein above. The agency shall have to provide suitable replacement acceptable to SEBI within 05 days.

In case the outsourced personnel deployed by the agency is found to be suffering from any disease which renders him unsuitable for the job he should be immediately replaced.

57. Reporting and Record Keeping

a. Management Reporting and Process Reviews:

SEBI shall approve the format for the monthly report to be submitted by the agency along with every monthly bill.

b. Operating Meetings

During the early stages of the agreement, it is expected that the frequent operation meetings will be required between the service agency's manager and SEBI's representative/s to discuss priorities to establish satisfactory reporting procedures. The agency shall make the appropriate personnel available for attending these meetings.

c. Performance Review Meeting

Performance review meetings shall be held quarterly to review the overall performance of the agency. The Senior Management of the agency shall attend these meetings.

58. Settlement of Disputes and Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the instructions herein before mentioned and as to the quality of services or as to any other question, claim, right, matter or thing whatsoever in any way arising out of the or relating to the contract, instructions, orders or these conditions or otherwise concerning carrying out of the work or after the cancellation, termination, completing or abandonment thereof shall be dealt with as mentioned hereinafter:

- A. If the agency considers any service demanded of him to be outside the requirements of the contract or disputes any decision given in writing by the Officer-In-Charge in any matter in connection with or arising out of the contract or carrying out of the service, to be unacceptable, he shall promptly within 7 days request the Division Chief, Facilities Management Division (FMD) of the Employer in writing for written instruction or decision. Thereupon, the Division Chief (FMD) shall give his written instruction or decision within a period of one week from the receipt of the agency's letter.
- B. If the Division Chief (FMD) fails to give his instructions or decision in writing within the aforesaid period or if the agency is dissatisfied with the instructions or decision of the Division Chief (FMD), the agency may within 7 days of the receipt of Division Chief's decision, appeal to the competent authority (Executive Director – Administration) of the Employer who shall afford an opportunity to the agency to be heard, if the latter so desires and to offer evidence in support of his appeal. The competent authority shall give his decision within 15 days of receipt of agency's appeal. If the agency is dissatisfied with this decision, the agency shall within a period of 30 days from receipt of the decision, give notice to the Employer for appointment of a sole arbitrator failing which, the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.
- C. For the purpose of appointing the sole arbitrator referred to above, the Employer will, within thirty days of receipt of the aforesaid, send a written notice to the agency informing a panel of three names of persons who shall be presently unconnected with the organization for which the service is being carried out as proposed Arbitrators.
- D. The agency shall on receipt by him of the names as aforesaid panel, select any one of the persons named to be appointed as a sole arbitrator and communicate his/her name to the Employer within thirty days of receipt by him of the names. The Employer shall thereupon without any delay appoint the said person as the sole arbitrator. If the agency fails to communicate

such selection as provided above within the period specified, the Employer shall make the selection and appoint the selected person as the sole arbitrator, if the Employer wishes to pursue arbitration proceedings initiated by the agency. If the Employer fails to send to the agency the panel of three names as aforesaid within the period specified, the Agency shall send to Employer a panel of three names of three persons who shall be unconnected with either party. The Employer shall on receipt by him of the names as aforesaid select any one of the persons named to be appointed as a sole arbitrator and communicate his/ her name to the agency within thirty days of receipt by him of the names.

- E. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed as aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- F. The service under the contract shall however be continued to be carried out during the arbitration proceedings and no payment payable to the agency relating to the disputed items shall be withheld on account of such proceedings.
- G. The arbitrator from time to time with the consent of the parties enlarge the time for making and publishing the award.
- H. The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The arbitrator shall decide each dispute in accordance with terms of the contract.
- I. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the competent authority of the Employer of the appeal.
- J. It is also a term of this contract that no person other than a person appointed by such Employer, as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
- K. It is also a term of this contract that if the agency does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 60 days of receiving the intimation from the Employer that the last bill is ready for payment, the claim of the agency shall be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims. Further, it is agreed that for the purpose of this clause such notice is deemed to have been received by the agency within two days of posting of the letter by SEBI or delivered by hand immediately after receipt thereof by the agency whichever is earlier. Further, a letter signed by the officials of the SEBI that the letter was posted to the agency shall be conclusive.

- L. The arbitration shall be conducted in accordance with the provisions of the Arbitration and conciliation Act, 1996(26 of 1996) or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.
- M. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing Employer and the agency and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.50,000/-, the arbitrator shall give reasons for the award.
- N. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.
- O. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statements of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.
- P. The award of the arbitrator shall be final and binding on both parties.

59. Force Majeure

Neither SEBI nor agency shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities, revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

As soon as the cause of force majeure has been removed, the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

From the date of occurrence of a case of force majeure, obligations of the party affected shall be suspended during the continuance of any inability so caused.

Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more, the two parties shall mutually decide regarding the future execution of this contract.

60. Accidents

The agency shall immediately on occurrence of any accident during carrying out the service report such accident to SEBI. The agency shall also report such accident immediately to the concerned authorities whenever such report is required to be lodged by law and take appropriate actions thereof.

61. Safety Management and Protective Safety Measures

- a. The agency shall maintain records including but not limited to agency's employees training, hazard assessments, communications, permits, licenses and accidental investigations.
- b. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.

62. Declaration

I/We have inspected the premises and have made fully acquainted with the local conditions. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, Memorandum, Conditions of Contract etc. and understood the same and on the basis of the same, I/We quote our rate/s in the schedule of quantity attached with the tender document.

If the service is awarded to me, I would depute the required number of Security Guards on my pay rolls, along with facilities such as mobile connectivity and PC (with internet connection) as required in this contract.

Signature of Tenderer

Name of the Signatory

Designation

Place:

Date:

TERMS OF PAYMENT

1. **Date of Commencement of Service** : As intimated by the Board only.
2. **Period of Contract** : One year from the date of commencement.
3. **Payment of Bills by the Board** : Monthly payment as per Financial Bid (Part III). While the agency shall make payments to its employees strictly in terms of the applicable statutes, SEBI shall process and clear the bills within 30 days from the date of receipt of the same from the agency. The agency has to make the payment to the security guards first (i.e. by 7th of the succeeding month) and then submit the bill along with the proof of making the payments to the security guards for the current month and the payment of the statutory dues for the preceding month.
4. **Escalation** : Whereas the pay structure of the Security Guard will be revised after statutory revision, if any. It may be noted that there would be no escalation whatsoever in the amount of service charges paid to the agency for any extended period of contract. Only Statutory revisions in minimum wages as revised by the concerned statutory authorities to the security guards would however be applicable.
5. **Application of service charge and retention amounts** : The agency has to quote the service charges per person per month (percentage).
The service charge (percentage value quoted per person per month) will be payable per security guards per month and inclusive of all the related services to be rendered inclusive of monthly wages, payment of overtime wages, bonus, leave wages, gratuity, etc. as applicable.

Income Tax as applicable would be deducted at source from all the bills payable to the agency.

Place:

Signature of Tenderer

Date:

Name of the Signatory

Designation

ANNEXURE

Manpower Requirement and scope of service

The agency should deploy the required manpower for carrying out the assigned services satisfactorily throughout the contract period:

1. Watch and Ward (Without Arms)

1.1 Qualifications of Security Guard:

Essential qualification and criteria of Ex- Servicemen / Non Ex- servicemen:

- i. Should be class 10th passed.
- ii. Minimum height – 165 cms.
- iii. Age – Preferably not more than 50 years in case of Junior Commissioned Officer and 45 years in case of Non Commissioner Officer. Relaxable up to 55 years subject to physical fitness.
- iv. Vision – 6/6 with glasses.
- v. Medical category – SHAPE-1 (will represent those who maintain the right health and fitness level).
- vi. Good knowledge of Hindi to read and write.
- vii. Preferable working knowledge of English language.

1.2 Nature of work of Security Guards:

- i. Keeping the office entry and exit points secured.
- ii. Protecting the office from unauthorized entry and intruders
- iii. Act as facilitator and custodian of assets at the assigned place.
- iv. Protocol duties with regard to visitors at the assigned place.
- v. Screening of baggage.
- vi. Fire-fighting / disaster management.
- vii. Oversee general upkeep.
- viii. Any other responsibilities assigned

FORMS

Form I

(To be submitted on Tenderer's letterhead)

TENDER

The Officer-in-Charge

Lucknow Local Office
3rd Floor,
Eldeco Corporate Chambers-II
Vibhuti Khand, Gomti Nagar,
Lucknow – 226010, Uttar Pradesh

Dear Sir,

Having inspected the office premises, examined the job data, scope of work, 'terms and conditions', standard operating procedures and other issues relating to the works specified in the memorandum and having acquired the requisite information relating to and thereto affecting the tender, I/ We offer to undertake the job specified for duration specified in the said memorandum at the percentage rate mentioned in the attached Financial Bid and in accordance with the specifications in all respects, scope of work and instructions in writing referred to in conditions of the tender, Job requirements and conditions of contract.

Signature of Tenderer

Name of the Signatory

Designation

Place:

Date:

Form II

(Format for Agreement to be executed on Non Judicial Stamp Paper
after Award of Work)

AGREEMENT

This Agreement is made and entered into at Lucknow / Delhi this day of
....., 2022

BETWEEN

Securities and Exchange Board of India (PAN – AAAJS1679K) established in accordance with the provisions of the Securities and Exchange Board of India Act, 1992 having its Head Office at SEBI Bhavan, Plot No. C4 –A, G Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400051, hereinafter referred to as “**SEBI**” (which expression shall unless be repugnant to the subject, context or meaning thereof shall deem to mean and include its successors-in-interest and permitted assigns) of the **One Part;**

AND

M/s (PAN –)
having its address at

hereinafter referred to as “**Contractor**” (which expression shall unless it be repugnant to the subject, context or meaning thereof shall deem to mean and include his heirs, successors, executors and assignees etc.) of the **Other Part,**

SEBI and **Contractor** shall hereinafter collectively be referred to as “**Parties**” and individually as “**Party**” as the context may permit or be required.

WHEREAS SEBI intended to carry out the work related to providing Security Guards at SEBI’s office premises in Lucknow under a contract so as to ensure its smooth functioning through tendering process.

AND WHEREAS consequent to completion of the due tendering process (Tender No. NRO/ LLO /2 /2022) SEBI has issued work order/ letter of intent vide its letter ref. no. dated to the contractor at the rates stated in the Tender Document Part II (Price Bid) for a total amount of Rs. /- (Rupees

.....only)
which has been duly accepted by the contractor.

NOW THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS

1. Tender No NRO/LLO/2/2022, Minutes of the Pre-Bid Meeting dated..... and all related correspondences and this agreement shall together form the contract document.
2. In consideration of the payments to be made to the contractor for the work to be executed by him/ her, the contractor does hereby covenants with SEBI that the contractor shall and will duly perform their contractual obligations as stipulated in the Tender No. NRO/ LLO /2 /2022 and the related correspondences.
3. In consideration of the due deliverance of the contractual obligations stipulated in the abovementioned Tender Document SEBI does hereby agree that SEBI will pay to the Contractor of the respective amount for the work actually done by him as per the rates quoted by the Contractor as contained in the Financial Bid and such other sums as may become payable to the contractor under the provisions of the contract, such payments to be made at such time and in such manner as provided for in this agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS ON THE DATE AND PLACE ABOVE WRITTEN

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

Securities and Exchange Board of India

M/s

Form III

(Format for Bank Guarantee)

BANK GUARANTEE

In consideration of the Securities and Exchange Board of India (hereinafter referred to as "Board ") having offered to accept the terms and conditions of the proposed agreement between the Board and
(hereinafter referred to as "said Contractor") for the work
.....
.....

(hereinafter referred to as "said agreement") having agreed to production of irrevocable Bank Guarantee for Rs...../- (Rupees
.....only)
as security/ guarantee from the said contractor for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We (hereinafter referred to as "the Bank") hereby (Indicate the name of the Bank) undertake to pay to the Board an amount not exceeding Rs...../- (Rupees.....only) on demand by the Board.
2. We, the Bank do hereby under take to pay to the Board on demand the amount due and payable under this Guarantee without any demure and merely on demand by the Board stating that the amount claimed is due from the said contractor. Any such demand made to the Bank shall be conclusive as regard to the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs...../- (Rupees.....only)

3. We, the bank further undertake to pay to the Board any money so demanded notwithstanding any dispute raised by the contractor in any suit or proceeding pending before any court or Tribunal relating thereto, and our liability under this guarantee being absolute and unequivocal.
4. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment therein under and the said contractor shall have no claim against us for making such payment.
5. We, the Bank 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 that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till authorized Officer on behalf of the Board certifies in writing that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly the guarantee will be discharged.
6. We, the Bank further agree with the Board that the Board shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance of 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 Board against the said contractor and to forebear 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 or omission on the part of the Board or any indulgence by the Board 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.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor.

8. We, the bank lastly undertakes not to revoke this Guarantee except with the previous consent of the Board.
9. This guarantee shall be valid up to.....unless extended on demand by Board. Notwithstanding anything mentioned above, our liabilities against this guarantee is restricted to Rs...../- (Rupees.....only) and unless a claim in writing is lodged with us within nine months of the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.
10. Notwithstanding anything contained herein: -
- a. Our liability under this Bank Guarantee shall not exceed Rs...../- (Rupees only).
 - b. This Bank Guarantee shall be valid upto.....
 - c. We are liable to pay the Guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before..... All the rights of the beneficiary under the said Guarantee shall be forfeited and Guarantee shall be released and discharged from all liabilities thereafter.

The Bank has under its constitution, power to give this Guarantee in your favour made under our Memorandum and Articles of Association and Mr/Mrs who signed it on behalf of the Bank has the authority to do so.

Dated this the day of for (indicate the name of bank)