

BABU JAGJIVAN RAM NATIONAL FOUNDATION
6, KRISHNA MENON MARG,
NEW DELHI - 110011

TENDER FOR
PROVIDING SECURITY SERVICES
FOR
BABU JAGJIVAN RAM NATIONAL FOUNDATION

Sub: Tender for engagement of security agency for providing security services in the Babu Jagjivan Ram National Foundation (BJRNF), 6, Krishna Menon Marg, New Delhi

1. Sealed quotations are invited for providing security services in the office of the Babu Jagjivan Ram National Foundation (BJRNF), 6, Krishna Manon Marg, New Delhi. (Total of 06 (six in Nos) Security guards in 3 shifts (2 guards in each shift) are required to look after the Security of the premises of Bungalow No. 6, Krishna Menon Marg, New Delhi round the clock.)
2. The intending tenderers may please note that their annual average turnover in the preceding three completed financial years should be at least Rs. Ten Lakh for each financial year to be eligible to quote the rates. Further, the tenderer should have executed one single contract of value not less than 5 lakhs per annum with Central Govt./ PSU/ reputed company during the last 03 years. The tenderer should having a permanent employees/ staff on their rolls with clear and regular recruitment policy. The tenderer fulfilling the above conditions may quote their rates in the tender from at Annexure- "I".
3. The tenderer who fulfil, the above conditions may obtain the tender from the office of the Babu Jagjivan Ram National Foundation, 6, Krishna Menon Marg, New Delhi on payment of Rs. 50/- in cash.
4. Sealed tender in prescribed form (Annexure- I) duly filled in must be submitted addressed to The Member Secretary, Babu Jagjivan Ram National Foundation latest by 15th October, 2018 upto 12.00 Noon sharp. A locked tender box for tenderers who intend to deposit the tender form dully filled will be placed at the Foundation till 12.00 Noon of 15th October, 2018 thereafter tender will not be considered. The envelop should be marked as "Tender for security services for BJRNF, New Delhi" and the name of the firm should be mentioned on the envelope.
5. The tender will be opened on **15th October, 2018 at 3 p.m.** in the office of the Foundation i.e. 6, Krishna Menon Marg, New Delhi by the tender opening committee in the presence of tenderer who wish to participate.
6. The firm applying for tender should certify that they will adhere, fulfill and meet the terms of payment of Minimum Wages under Minimum Wages Act as declared by Govt. from time to time.

General Conditions

1. The tenderer should be an Indian security agency and should have been in the field of providing security services for at least preceding five years as on the date of opening of the tender.
2. The tenderer should have a separate Provident Fund code No. allotted by the concerned Regional Provident Fund Commissioner to provide Provident Fund benefits to workers engaged by it, as provided under EPF Scheme, 1952. The total strength of employee/ staff on the rolls for whom PF is being deposited under the PF Act should not be less than 50 in the preceding financial year.
3. The tenderer should possess license under the Contract Labour regulation and abolition Act to provide security services.
4. The tenderer should be registered with ESI, having an independent ESI code valid for working at New Delhi to cover his employee under the ESI Act.
5. The rates should be inclusive of and in accordance with the provision of the Minimum wages Act, Contract Labour regulation and abolition act and other statutory provisions regarding Provident Fund, ESI, Bonus, Gratuity, leave, uniform etc. The rates should also inclusive of the charges for weekly off, No amount over and above the rate quoted shall be considered or paid.
6. The tenderer should note that it will be his entire responsibility to adhere to the provisions of the satisfactory Rules/ Acts mentioned above in the matter of payment of the EPF subscription ESI subscription, service tax etc. Therefore, the rates should be quoted with explicit understanding of his statutory obligations.
7. The tenderer must have valid and latest. Income Tax clearance certificate issued by Assessing Officer. PAN No. allotted by the Income Tax department which should be quoted and a photocopy should be enclosed.
8. The tender form should be accompanied by an earnest money of Rs. 10,000/- in the form of demand draft in favour of Babu Jagjivan Ram National Foundation, Payable at New Delhi. The successful tenderer will also be required to deposit Rs. 20,000/- as security deposit. The earnest money in respect of un-successful tenderers will be returned by Cheque. No interest shall be paid by the Foundation on the earnest money/ security deposit.
9. The tender forms are clearly filled in ink legibly. The tenderer should quote the rates in figures as well as in words. Any alterations in tender unless legibly attested by the tenderer, shall disqualify the tender. Every page of the tender document should be signed by the tenderer duly stamped. The forwarding letter should be signed along with quotation.
10. The Member Secretary of the Foundation reserves the right to cancel/reject any or all tenders without assigning reasons therefore.

11. In addition to the above mentioned terms and conditions, the terms and conditions stipulated in Annexure-II attached hereto form part of the tender document. Tenderers submitting a tender would be presumed to have read, understood and accepted all the terms and conditions. No inquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the tender.
12. In the event of any breach/violation or contravention of any terms and conditions contained herein by the contractor, the security deposit shall be forfeited by the Foundation.
13. The firm applying for tender should certify that they will adhere, fulfill and meet the terms of payment of Minimum wages under Minimum wages Act as declared by Govt. from time to time. **No security contract will be given, if the company has not quoted minimum wages per security guard.** A copy of rates notified by the Central Government (Min. of Labour & Employment) may be enclosed for verification. **The tenderer has to provide breakup of rates quoted. Any tenderer who does not provide breakup of quoted rates will be summarily rejected.**
14. The tenderers are advised to strictly use tender form prescribed by the Foundation and no other format will be accepted.
15. **The tenderer has to indicate the rates of service charges clearly mentioning mandatory break up such as Relieving Charges(1/6 of basic salary), Bonus, ESI, PF and minimum wages** etc and a copy of Govt. order may also be attached and also indicate the amount on which the service tax will be charged.

**Invitation for quotations/tender notice for security Guards in BJRNF for the year
2018-2019.**

ANNEXURE –I

**TENDER FORM FOR PROVIDING SECURITY SERVICES IN
BABU JAGJIVAN RAM NATIONAL FOUNDATION,
6, KRISHNA MENON MARG,
NEW DELHI-110011**

1. Cost of tender form Rs.50/-
2. Last date and time for submission
3. Name, address of the tenderer with Telephone No. -----

4. Registration Number of the TendererTendererTenderer -----
5. Name, Designation, Address and Telephone No. of Authorized person of the Tenderer
to deal with -----

6. Please specify as to whether tenderer
Is sole Proprietor/ Partnership
Address and telephone No. -----

Of Director/ Partners should be Specified. -----

(If necessary, use separate sheet)
7. PAN of Income Tax Deptt. (Attach Proof) -----
8. Provident Fund Account No. (Attach Proof) -----
9. ESI No. (Attach Proof) -----
10. License No. under Contract Labourer (R&A) Act. (Attach Proof) -----

11. Details of earnest money deposited
a. Amount Rs. -----(Rs. In words)-----
b. Bank Draft/ Pay Order No. -----
c. Date of Issue of DD/ Pay Order -----
d. Name of the issuing bank -----

12. Proposed rates (Per month) for per Security guards (all inclusive) with **break up of rates quoted** which are mandatory.
Rs.-----Rupees-----
Total rates for 06 (six Nos.) Security guards / Per Month with breakup is Rs. -----
(Rupees-----)

(A total of 06 (Six Nos.), Security guards in 03 shifts (02 guard in each shift) round the clock are required for security services at Bungalow No. 6, Krishna Menon Marg, New Delhi)

13. Details of experience with regard to Security services (with full details of organization with whom contract(s) was/were entered into for providing security services). Copies of the satisfactory reports should be attached. Separate sheet may be used for indicating experience etc.

14. Any other Information

15. Declaration by the contractor:-

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions and instructions contained herein and attached herewith. I undertake myself/ ourselves to abide by the said terms and conditions.

(Signature of Tenderer)

Name:

Designation:

Address:

Phone No. (O)

(R)

Dated:

Please check whether the attested copies of the following documents have been attached or not tick accordingly.

- | | | |
|-----|---|---------|
| 1. | Registration No. of the Firm/ Company/ Agency | Yes/ No |
| 2. | PAN No. and Income Tax Clearance Certificate | Yes/ No |
| 3. | Provident Fund Account No. issued by the competent Authority | Yes/ No |
| 4. | ESI registration No. issued by the Competent Authority | Yes/ No |
| 5. | Contract License issued by the Labour Commissioner Under contract Labour (Regulation and Abolition) Act. | Yes/ No |
| 6. | Bank Draft/ Pay Order (Original) | Yes/ No |
| 7. | Details of experience certificate with regard to Security work along with the satisfactory report issued by the agencies where such work was undertaken earlier. | Yes/ No |
| 8. | Proof of Contractor | Yes/ No |
| 9. | The Firm applying for tender should certify that they will adhere, Fulfill and meet the terms of payment of Minimum wages under Minimum Wages Act as declared by Govt. from time to time. | Yes/ No |
| 10. | A copy of rates notified by the Central government (Min. of labour & Employment) is attached. | Yes/No |
| 11. | A copy of Govt. order charging of service tax is attached. | Yes/No |
| 12. | Break up of rates quoted attached. | Yes/No |
| 13. | Minimum wages has been quoted. | Yes/No. |

Terms & Conditions

1. The contract shall be awarded for a period of one year only.
2. The Foundation will deduct Income Tax at Source under section 194-C of the Income Tax Act, 1961, from the Contractor.
3. The contractor shall be solely liable for payment of service tax and all other taxes and levies as may be subsequently imposed.
4. The contractor shall provide a non-judicial stamp paper of Rs. 10/- for preparing a Contract agreement.
5. The contractor shall seek Instructions from the Member Secretary of the Babu Jagjivan Ram National Foundation or any other officer authorized by her for the purpose (“Authorized Officer”).
6. The contractor shall be fully responsible for the security watch in the premises of the Foundation.
7. If performance of any of the security personnel deployed is found to be unsatisfactory, he shall have to be withdrawn immediately from the place of duty on receipt of a communication to this effect from the Member Secretary or Authorized Officer. Bills shall be raised by the contractor in accordance with the approved rates for security personnel. No wages shall be payable in respect of such security staff in whose case documentary evidence as aforesaid is not submitted in time by the contractor.
8. The contractor shall furnish a complete list of the security personnel engaged to the Foundation along-with complete addresses and other antecedents. The contractor shall deploy only those whose antecedents have been verified by the Police Authorities.
9. The Contractor shall submit weekly duty chart of the security personnel to the Member Secretary or Authorized Officer prior to the commencement of the week. He shall also submit the daily attendance sheet of the security personnel for the previous working day to the Member Secretary or Authorized Officer. Failure to do so shall result in on-payment for the day/days for which the attendance sheet is not furnished.
10. The contractor shall not replace the security personnel at random. This shall be done with the prior knowledge of the Member Secretary or Authorized Officer and full particulars of the security personnel so deployed shall be given to the Member Secretary or Authorized Officer.
11. The contractor shall be liable to make alternate arrangements in case of the absence of the security personnel. Similarly, the Contractor shall have to make alternate arrangements in case of National Holiday/ Gazetted Holiday/ Weekly

off; no extra payment shall be payable on this account. The security personnel shall maintain the security check posts and other locations on all weekdays. No short leave or meal relief shall be permitted to the security personnel unless the contractor provides suitable substitute without any extra payment. The contractor shall keep sufficient number of leave reserves.

12. In case of absence of security guard(s) on any particular day compensation @ of Rs. 200/- per guards(s) per absence will be recovered from the monthly bill of the contractor.
13. The Contractor shall ensure that no time any security point is unmanned. A register shall be maintained by the contractor at gate where round the clock duty is performed to record the movements. Double Duty shall not be permitted unless specifically approved by the Member Secretary or Authorized Officer.
14. The Foundation shall arrange to provide locks/seal for offices. To the satisfaction of the contractor and show pilferable items lying in open to the contractor. Suitable record of the same shall be maintained duly signed by the Contractor and the Member Secretary or Authorized Officer.
15. The main premises, which may be specified by the Foundation, shall be guarded in all respects. The main building of the Foundation shall be closed after working hours and locked in the presence of the representatives of the Foundation. The premises in locked condition shall be unlocked the next morning in the presence of the representative of the Foundation.
16. The Contractor shall compensate the Foundation in full for the loss sustained by the Foundation on account of any theft, burglary and any other kind of destruction in building/areas given for security. The amount of loss to be compensated by the contractor shall be determined by the Member Secretary or Authorized Officer. It shall be binding on the contractor. The contractor shall also be fully responsible for any loss of materials and property etc. of the Foundation attributable to the negligence or failure of the security personnel in complying with the prescribed procedure. All losses thus suffered by the Foundation shall be compensated in full by the contractor. The decision of Member Secretary of Foundation in this regard shall be binding on the contractor.
17. The Foundation shall fix timing of the various duty shifts. A single duty shift will have normal duration of Eight Hours (8 hours). In case of any compelling reasons, if the duty shift is to be extended, the same shall not be resorted to by the contractor without the prior consent of the Member Secretary or Authorized Officer.
18. The contractor shall arrange to provide dress/uniform to all the security personnel on duty and ensure good behaviour with all the staff of the Foundation and as well as with the visitors of the Foundation. They shall abstain from taking part in any staff union. The security personnel shall not be permitted to wear any odd wrappers. The dress shall be of uniform color and

design. Each person deployed by the contractor shall wear badges bearing his name and designation.

19. The Foundation shall not be liable to provide any residential accommodation to the security personnel. No cooking or lodging shall be allowed in the premises of the Foundation.
20. The contractor shall bear all the expenses incurred on the following.
 - i) Provision of torches and cells to the Security Guards on night patrol.
 - ii) Provision of Lathis/ Ballams and other implements to the security personnel.
 - iii) Stationery for writing duty charts and registers at the security check points and for making entries of the visitors.
 - iv) Detector for frisking.
21. The security staff shall be bound to observe all the Instructions issued by the Member Secretary and the Authorized Officer concerning general discipline and behavior. In case, any person employed by the Contractor is inefficient, quarrelsome, infirm, and invalid or indulges in unlawful activity or the like, the Contractor shall replace such person with a suitable substitute immediately.
22. The Foundation has also the right to check the various implements/torches etc. The contractor shall maintain these items to the satisfaction of the Foundation.
23. The contractor shall provide at his cost all statutory benefits to the security personnel deployed by it at the Foundation including, but not limited to weekly off for 6 days work and off on National Holidays. The Foundation will not entertain any liability whatsoever on this account. The contractor shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules in respect of Minimum Wages, Provident Funds, ESI, Labour Legislations'. The contractor shall comply with all legal requirements for obtaining license under the Contract Labour (R&A) Act, 1970 at its own cost. In case of any violation of Labour Laws by the Contractor, there will not be any liability on the Foundation and the contractor shall be solely liable. The contractor shall produce for inspection of the Member Secretary or Authorized Officer payment of wages register and all other registers/records/books maintained by the contractor under different Labour statutes.
24. The security personnel deployed by the Contractor shall be the employee of the Contractor. The contractor shall bear all expenses in connection with the employment. The Foundation shall not be responsible financially or otherwise for any injury to the security personnel in the course of performing the security function.
25. The contractor shall not be permitted to transfer/assign his rights and

obligations under the contract to any other agency or organization or contractor.

26. The duration of the contract shall be one year and after the expiry of the said period of one year, the contract may, at the sole discretion of the Member Secretary be extended for a further period of one year on the same rate and terms and conditions. Member Secretary of the Foundation shall have the absolute right to terminate the contract at any time without assigning any reason thereof, by giving to the contractor 15 days notice of his intention to terminate the contract. Member Secretary will also have the right to extend the contract on the same terms and conditions until such time, the new security agency take over in case fresh tendering is required.
27. In case the contractor wishes to terminate the contract, he shall give three months advance notice in writing to this effect to the Foundation.
28. In case of failure of the contractor to commence work or in the event of breach of any of the terms of the contract, the security deposit of the contractor shall be forfeited. Any sum of money due to the Contractor, including the Security deposit refundable to him under the contract may owe to the Foundation. The Foundation may after cancellation of the contract get the work done through any other agency for the remaining term of the contract at the risk and costs of the contractor.
29. Duty hours of the security personnel will be as detailed below:

	<u>Duty</u>	<u>Hour</u>
i.	1 st shift	06.00 hours to 14.00 hours
ii.	2 nd shift	14.00 hours to 22.00 hours
iii.	3 rd shift	22.00 hours to 06.00 hours

(Duty hours may, however, be changed by the Member Secretary of the Foundation or the authorized officer without any prior intimation.)

DUTIES AND RESPONSIBILITIES OF SECURITY STAFF

The security staff deployed by the contractor shall perform the following functions:

- i. The main security/ check posts located at the various gates of the Foundation's premises and other sensitive points specified by the Member Secretary or the Authorized Officer.
- ii. To check the material/ property going out the building and outsiders entering the Building.

- iii. To prevent the entry of stray dogs, cattle's antisocial elements, unauthorized persons and vehicles into the building.
 - iv. To prevent unauthorized entry. The security personnel should be able to categorize the legitimate visitors without causing any embarrassment to them.
 - v. To allow entry to visitors, only after an entry has been made in the register at the entry gate. Entry of cycles and vehicle such as scooter, motor cycles and motor of strangers/ visitors shall not be allowed in the premises unless otherwise permitted by the Member Secretary or Authorized Officer.
 - vi. The guards will also take round of the backside of all important and sensitive points as specified by the Member Secretary or Authorized Officer.
 - vii. Security guards should ensure that the flowers, plants, trees and grassy lawns are not damaged either by the staff or by outsiders.
 - viii. Any other responsibilities given by the Member Secretary or Authorized Officer of the Foundation from time to time.
30. Any other provision as may be deemed appropriate by the Member Secretary or Authorized Officer shall be incorporated in the arrangement. The same shall also be binding on the Contractor.
31. If any information furnished by the contractor is found to be incorrect at any time, the contract is liable to be terminated without any notice and the security deposit is liable to be forfeited by the Foundation.
32. All disputes and differences of any kind whatsoever arising out of or in connection with agreement shall be referred to the arbitration of a sole arbitrator to be appointed by the Member Secretary. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be New Delhi. The courts in Delhi alone shall have jurisdiction to deal with any matter arising out of the arbitration proceedings.