

**BHARATIYA VIDYA BHAVAN, K.G.MARG, NEW DELHI – 110001**

*Dated: 17.08.2023*

**TENDER NOTICE**

Bharatiya Vidya Bhavan invites sealed bids from registered and experienced Security Agencies, registered under the Private Security Agencies (Regulation) Act.2005 and the Delhi Private Security Agencies (Regulation) Rules, 2009 for providing the services of Security Guards for its premises. The details including eligibility criteria, formats, etc. are available at the website: [www.bvbdelhi.org](http://www.bvbdelhi.org) which may also be obtained from the office of Deputy Registrar, Bharatiya Vidya Bhavan , K.G. Marg, New Delhi . The Bhavan reserves the right to accept or reject in part or in full any or all the responses without assigning any reasons whatsoever. The schedule for submission and opening of bid is as under:

Last Date &Time for receipt of bids	08.09.2023 (up to 12:00 hrs.)
Date and time of opening of Tech. bids	08.09.2023 (At 14:00 hrs.)

Registrar

## Bharatiya Vidya Bhavan

Sealed tenders are invited from experienced and reputed security Agencies for providing service Security Guards to Bharatiya Vidya Bhavan, Delhi for its premises.

1. The Security Guards will be required to be deployed in three shifts per day one in each shift of 8 hours.
2. The initial period of contract would be for one year extendable up to three years on year to year basis on satisfactory performance and with mutual consent and also shall be subject to the necessary approval of the competent authority. Service charges/rates quoted by agency would be fixed for a period of one year and any statutory increase in wages /DA etc. will be absorbed by Bharatiya Vidya Bhavan, Delhi.
3. The manpower will have to be supplied by the agency within one week of award of contract.
4. Terms and Conditions: As at Annexure I.
5. Only those who fulfil the following minimum criteria need submit their bids: -
  - a. The Security agencies should have been in existence for not less than three years.
  - b. It should have been registered in accordance with Private Security Agencies (Regulation) Act,2005 and the Delhi Private Security Agencies (Regulation) Rules, 2009 and fulfil all the conditions laid down in these Act/Rules and must have a valid license in terms of these Act/Rules. (A copy of such license should be enclosed).
  - c. It should have PAN number and GST registration. Proof in this regard may be attached with the bid.
  - d. It should not have been blacklisted by any organization.
  - e. It should be willing to take up the contract on the terms and conditions mentioned at **Annexure- I**
6. An earnest money deposit Rs. 50,000/- (Rupees Fifty Thousand only) in the form of demand draft drawn in favour of Bharatiya Vidya Bhavan payable at New Delhi may be submitted along with the bid, failing which the bid shall not be considered.
7. The tenders should be submitted in sealed cover super scribed "Bid for Security Services" and should contain the following:-
  - The proforma at **Annexure- I** duly filled in.
  - The proforma at **Annexure-II**,duly filled in
  - Agency Profile including previous experience of manpower supply to Government Departments and other prestigious institution etc.
  - Acceptance of terms and conditions at **Annexure-I**.
  - Demand Draft for earnest Money Deposit.
  - All other required documents.
8. The sealed cover should be addressed to the Registrar, Bharatiya Vidya Bhavan K.G.Marg New Delhi-110001 sent by through registered post or may be delivered in person latest by 12.00 noon to 08-09-2023.
9. The technical bids will be opened by the tender Committee at 2.00 p.m. on 08.09.2023 in the presence of the participating bidders, who may like to be present.
10. The date of opening of financial bids will be informed to those bidders whose stands qualified in due course.

Registrar

### TERMS AND CONDITIONS

1. All services shall be performed by persons qualified and skilled in performing such services as per the provisions contained in Sections 4 to 7 of Delhi Private Security Agencies (Regulation) Rules, 2009.
2. The persons deployed by the Agency Should not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are deploying. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.
3. The said persons deployed by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their emoluments every month. There is no master & servant relationship between the employees of the service provider and Bharatiya Vidya Bhavan, Delhi and that the said person of the service provider shall not claim any absorption in Bharatiya Vidya Bhavan and the service provider shall submit an indemnity bond in this regard.
4. The service provider's person shall not claim any benefit /compensation/ absorption/regularization of services from /in this organization under the provisions of Industrial Disputes Act, 1947 or Contract Labour Regulation & Abolition) Act 1970 or any other rules whatsoever. Undertaking from the persons to this effect shall be required to be submitted by the service provider to Bharatiya Vidya Bhavan.
5. The service provider's personnel shall not divulge or disclose to any person, any details of office, operation process technical know-how, security arrangements, administrative/organizational matters as well as all confidential/secret in nature.
6. The service provider's personnel deployed should be polite, positive and efficient, while handling the assigned work and their actions should promote goodwill and enhance the image of the organization. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him and Bharatiya Vidya Bhavan shall not be responsible in any manner.
7. That the persons deputed should be between the age of 18-30 years and they shall not interfere with the duties of the employees of the organization.
8. The organization may require the service provider to dispense with or remove from the site of work, any person or persons engaged by the service provider who may be incompetent or for his/her misconduct and the service provider shall forthwith comply with such requirements. The service provider shall replace immediately any of its personnel, if they are unacceptable to the organization because of confidentiality or improper conduct upon receiving, written notice from office.
9. The service provider has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed.
10. The service provider shall ensure proper conduct of his personnel's in office premises and enforce prohibition of consumption of alcoholic drinks, pan, smoking and loitering without work.

11. The transportation of food, medical and other statutory requirement in respect of each personnel of the service provider shall be the responsibility of the service provider.

12. That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act etc. The agency will be required to provide proof of depositing EPF, ESI contributions and other statutory dues with the concerned authorities on monthly basis and for any lapse at the agency's part the Bhavan shall not be responsible in any manner.

13. The service provider will submit the bill in respect of a particular month in the first week of the next month. The payment will be released by the third week of the following month after deduction of taxes deductible at source under the existing laws in force.

14. Payments to the service provider would be strictly on certification by the officer in-charge/s of the Office Premises where his personnel are deployed that his/her service were satisfactory and attendance as per the bill preferred by the service provider.

15. No wage / remuneration shall be released in respect of security man for the days of absence from duty to the service provider .

16. The service provider shall provide a substitute well in advance if there is any probability of absence of person due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.

17. The service provider shall be contactable at all times and message sent by Phone/email/Fax/Special Messenger from the organization to the service provider shall be acknowledged immediately on receipt on the same day time. The service Provider shall strictly comply with the instructions issued by the organization in fulfilment of the obligation contract from time to time.

18. The organization shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, physical injury, accident, equipment or vehicles of the personnel of the service provider.

19. That the agency on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If the organization suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the service provider then the agency shall be liable to reimburse to the organization for the same. The agency shall keep the organization fully indemnified against any such loss or damage.

20. The successful bidder shall furnish a security deposit an amount equivalent to 2.5% of the total contract as performance security in the form of Fixed Deposit Receipt hypothecated in favour of Bharatiya Vidya Bhavan Accounts Officer, New Delhi from a commercial Bank or Bank Guarantee from a commercial bank in an acceptable form safeguarding the interest of organization in all respects will also be accepted as Performance Security. The performance

Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider. The performance Security shall be forfeited in case the supply of manpower is delayed beyond the period stipulated by or non-compliance of the terms of agreement by the service provider or frequent absence from duty/misconduct on the part of manpower supplied by the Agency.

21. The successful bidder will enter into an agreement with the organization for suitable and qualified manpower as per requirement of this providing on these terms and conditions. The agreement will be valid for a period of one year which can be extended for another year subject to mutual consent of both the parties commencing from date of award and shall continue to be in force in the same manner, unless terminated in writing. The service charges/rates quoted by the agency shall be fixed for a period of one year and no request for any change/modification shall be entertained before expiry of the period of one year. Any statutory increase in wages/DA etc. is to be absorbed by the organization. Contract/agreement is extendable by one more year subject etc satisfactory performance of the agency and such amendments as mutually agreed do.

22. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the Agreement then one month's wages etc. and any amount due to the agency shall be forfeited/ deducted by the organization.

23. That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be entirely the responsibility of the agency to pay and settle the same.

24. In normal conditions workers will not be deployed for double duty. However, in case of emergency/urgency a worker may be allowed for not more than two continuous duties. More than 08 hours duty of the workers will be treated as over time duty and the payment made on the basis of overtime hrs as per mutual agreement.

25. The service provider has to open account in UCO Bank in Bharatiya Vidya Bhavan.

## ANNEXURE – II

## Technical Bid

S. No.	Particular	To be filled in by the tenderer
1.	Name of the Agency	
2.	Details of EMD	
	Amount	
	Draft No.	
	Date	
	(Issuing Bank	
3.	Date of establishment of the agency	
4.	Detailed office address of the Agency Telephone Number, Fax Number and Mobile Number and name of the contact person.	
5.	Whether registered in terms of the Private Security Agencies (Regulation) Act,2005 and the Delhi Private Security Agencies (Regulation) Rules,2009  (Copies of all certificates of registration/license obtained to be enclosed.)	
6.	PAN /TAN number  (copy to be enclosed)	
7.	Service Tax Registration Number  (copy to be enclosed)	
8.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partner anywhere in India.(If no., a certificate is to attached in this regard )	
9.	Length of experience in the field	
10.	Experience in dealing with Govt./ Private Departments (With Performance Report)  (Indicate the names of the Departments and attach copies of contracts orders placed on the agency)	
11.	Whether a copy of the terms Conditions (Annexure-I), duly signed, in token of acceptance of the same, is attached.	
12.	Whether agency profile is attached?	
13.	List of other clients	

Authorised Signatory

## ANNEXURE – III

Category of worker	qualification	Minimum wages As per NCT, Delhi	PF @	ESI@	Service Tax	Service Charges /Adm. Charge	Total Rs.
1	2	3	4	5	6	7	
Security Guards( under semi -skilled Workers) as per Govt. Of NCT ,Delhi	10 <sup>th</sup> Pass preferably having experience or Ex-Security Guards	As per NCT, Delhi	As per NCT, Delhi	As per NCT, Delhi	As per NCT, Delhi		

Note: Column 07 to be filled by the vendor