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| Sub:- Tender for annual contract for hiring of Security Guards for, Vigyan Sadan and NSDI Office Complex situated at R.K. Puram, New Delhi | | |
| SI NO | Description | Page No, |
| 1 | Tender Document | |
| 2 | Turn over of the firm 2014-2015 2015-2016 2016-2017 | |
| 3 | Balance Sheet and latest Income Tax Returns for the 3 years 2014-2015 2015-2016 2016-2017 | |
| 4 | GST Registration | |
| 5 | Copy of PAN | |
| 6 | Copy of TAN | |
| 7 | ESI Registration certificates | |
| 8 | EPF Registration certificates | |
| 9 | Contract license labour (Regulation & Abolition) Act 1970 from labour Commissioner's office | |
| 10 | Check list duly signed of the firm as at Annexure-II | |
| 11 | The certificate as at Annexure-III duly signed by the authorized signatory | |
| 12 | Document proof of being in the business of providing man power 2014-2015 2015-2016 2016-2017 | |
| 13 | The Service Provider/Agency/firm registered with the Government Authorities for providing manpower Services | |

NOTE:- All the pages of bid should be serially numbered.

F.No.D-34012/01/2016-Admn.II(B)(GH)

**Department of Science & Technology
Technology Bhavan, New Mehrauli Road
Admn.II(B) Section**

NEW DELHI - 110016

DATED 05-09-2017

To

Subject:- Tender for annual contract for hiring of Security Guards for, Vigyan Sadan and NSDI Office Complex situated at R.K. Puram, New Delhi

Sir,

Sealed bids are invited from the interested and eligible firms/vendors for entering into annual contract for hiring of Security Guards for above mentioned locations. The bids superscribed " Tender for Hiring of Security Guards for Vigyan Sadan and NSDI Complex, R.K. Puram" & should be addressed Under Secretary(Admn.II(B). The sealed bids should be dropped in the Tender Box kept at Reception of Department of Science & Technology, Technology Bhawan, New Mehrauli Road, New Delhi-110016 on or before 04-10-2017 by 3.00 PM. The bids received after the prescribed time and date shall not be considered. The General and other terms and conditions are as under:-

GENERAL TERMS & CONDITIONS:

1. The Bids shall be submitted in two parts – Technical and Financial in the prescribed format annexed to this tender document as per details given in clause 4 mentioned below in sealed covers, duly super scribed "Tender for hiring of Security Guards for Vigyan Sadan and NSDI Complex"
2. The last date of submission of bids is 04-10-2017 by 3.00 P.M. The technical bids would be opened on the same day at 3.30 P.M in Raman Auditorium situated in the same premises of DST in the presence of such bidders who wish to be present on the occasion. Financial bids of only those bidders will be opened on a subsequent date whose technical bids meet the prescribed requirements and are approved by the competent authority. The date and timing of opening of financial quotations will be intimated to concerned parties by speed post/courier/fax/Telephone as the case may be.
3. In case, last date of submission of bids happens to be a closed holiday, the closing and opening of bids will be on the next working day at the specified time and place indicated above.

4. Procedure of submission of bids

The bidders shall submit the tender in two separate sealed covers as under:-:-

The first sealed cover super scribed as “**Technical bids for hiring of Security Guards for Vigyan Sadan & NSDI Complex**” should contain the technical bid including all documents mentioned here in under and specified in the checklist. The following documents should be enclosed with the Technical bids along with the samples of each item mentioned in Annexure-I.

- a. EMD as specified under clause 7 of this tender document.
- b. Certificate from the Chartered Accountant indicating that the annual turn over of the firm during the years 2014-2015, 2015-2016 and 2016-2017 is more than 40 lakhs.
- c. Copies of the Balance Sheets and latest income tax returns filed by the bidder during the last three assessment years viz 2014-2015, 2015-2016 and 2016-2017.
- d. The service provider/Agencies/Firm should be registered with the Government Authorities for providing manpower services and a copy of the registration shall be attached with the bid.
- e. A copy of the registration certificates/licenses/PAN/TAN/GST registration etc issued by the concerned authorities for the following matter shall be attached with the bid :
 - i. PF authorities
 - ii. ESI authorities
 - iii. Labour Commissioner’s office
 - iv. Income Tax Authorities
 - v. GST Department
- f. List of Ministries/Departments and other organizations to whom the similar services mentioned in Annexure IV were/are being supplied by the firm along with copies of supply orders.
- g. All other documents as specified in the NIT.
- h. Check list duly signed by the authorized signatory of the firm as at Annexure-II. The authorized signatory should ensure that the documents mentioned therein are actually enclosed.
- i. The certificate as at Annexure-III duly signed by the authorized signatory
- j. Documentary proof of being in the business of providing man power from the last three years and above period.

- k. **Non-refundable Tender fee-** Applicants are requested to furnish a tender fee of Rs.1,000/- (Rupees One thousand only along with Tender. Tender Documents can be obtained from Section Officer , Admn.II(B), B Hall E, S&T Block-II, Technology Bhavan on furnishing a Demand Draft , Pay Order or Banker's Cheque of Rs.1,000/- in the name of DDO, DST. Tender fee coupon (as per Annexure-V) to this Tender Document) shall be issued along with tender documents on payment of tender fee. Sealed tender received in this Department without the Tender Fee Coupon shall not be taken into consideration and shall be rejected. Tender Document can also be downloaded from DST website www.dst.gov.in or Government of India Portal www.eprocure.gov.in. Firms using Tender Document downloaded from DST or Government of India website will have to submit DD/Pay order/Bankers Cheque of Rs.1,000/- alongwith their tender in sealed cover failing which their offer shall be rejected. No firm ® No firm is exempted for submission of tender fee as prescribed irrespective of registration status.

The Technical evaluation of bids shall be based on the above documents and the terms and condition specified in the tender document. Therefore bidders should note that submission of documents mentioned above is mandatory. In the absence of documents, the bid would be rejected summarily. No representation in this regard shall be entertained by DST.

5. **Opening of the bids:-**

- a. The bids will be opened on the date, time and place indicated at para-2 in the tender document in the presence of the bidders or their representatives who wish to be present. In case of close holiday see para-3 above.
 - b. The financial bids of only those bidders whose technical bid is qualified and approved by Competent Authority of this office will be opened on a later date after completion of the technical evaluation of the technical bids. The successful bidders will be informed about the date of opening of the financial bids.
 - c. The Second sealed cover super scribed as “ Financial bids for hiring of Security Guards for Vigan Sadan and NSDI Complex”” should contain the financial bid in the prescribed format at Annexure-I duly signed and stamped by the authorized signatory unstamped or unsigned bids will be rejected straightway.
 - d. Both these sealed covers are to be put in a bigger 3rd cover which should also be sealed and duly super scribed “Tender for hiring of Security Guards for Vigan Sadan and NSDI Complex”
6. **Late bids-** Bids received after the specified date and time, as indicated in para –2 above, will not be considered.

7. **EARNEST MONEY DEPOSIT (EMD)/BID SECURITY**

EMD of Rs. 60,000/- (Rupees Sixty Thousand only) in the form of Account payee Demand draft/pay order/banker's cheques /Bank guarantee from any of the commercial bank in an acceptable form , payable to the DDO, Department of Science & Technology must accompany the technical bid. Tenders without EMD or in any other form will NOT be considered and will be ignored; excepting of those bidders who are registered with DGS&D and NSIC. Such bidders are required to enclose a copy of their valid registration Certificate for claiming exemption otherwise no exemption will be granted and bid will be summarily rejected.

- a. EMD of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. Further, if the successful bidder fails to furnish the required performance security within the specified period, its EMD will be forfeited.
- b. EMD furnished by all bidders will be returned to them without any interest whatsoever, after finalization of the contract. EMD of the successful bidder(s) will be returned after receipt of the Performance Security & letter of acceptance of the contract.

8. **Performance Security:-**

The successful bidder, irrespective of its registration status etc, will have to furnish Performance Security @ 10% of the contract value in the form of Account Payee Demand Draft/Pay Order/Fixed Deposit Receipt/Bank Guarantee from a Nationalized Commercial Bank in an acceptable form in favour of DDO, Department of Science & Technology, at the time of award of contract..

- a. Performance Security will be refunded to the firm without any interest, whatsoever, after it duly performs and completes the contract in all respect. .
- b. Performance Security will be forfeited if the firm fails to perform any of the terms or conditions of the contract, besides it may also be black listed.
- c. In case the firm fails to provide satisfactory services during the currency of contract, the services will be obtained from some other service provider from open market and the difference of cost, if any, will be recovered from Security Money or from pending bills of defaulting firm or from both in case recoverable amount exceeds amount of Performance Security.
- d. Rates:- The rate for security Guards (un-skilled) shall be variable in compliance of minimum wages notified by Department of Labour , Govt. of Delhi from time to time. Other charges service charges will remain constant during the entire period of contract.

- e. TDS:
- i. TDS shall be deducted from each bill (as applicable) of the contractor under the statutory rules of union Government in r.o. Income Tax & other taxes etc.
 - ii. No claim on account of states taxes or any other statutory taxes/charges for execution of work awarded under this contract shall be entertained by DST and such taxes and charges shall be paid by the contractor him/herself.

9. **Other Terms and conditions/Evaluation of bids:**

- a. The bids shall remain valid for acceptance of this office for four months from the date of opening of Technical bids. The bids with lesser validity period will be summarily rejected.
- b. The bidders should quote their unconditional rates strictly as per the tender format. Cutting/ overwriting, of any, should be countersigned. .
- c. The firm should have an annual turnover of at least Rupees 40 lakhs (Rupees Forty lakhs only) per year during the last three years. The firm must attach supporting documents in the form of a certificate from a Chartered Accountant.
- d. The tendering firm must submit the GST Registration Certificate /Tin No.
- e. Validity of Contract: The initial period of contract will be for a period of One year from the date of commencement of contract. However, the same can be extended yearly basis for a further period of two years (Total 3 Three years) from the date of commencement of contract) mutually agreed upon with the approval of the competent Authority of the Department with agreed service charges , terms and conditions of the Tender document and performance of the firm.
- f. The owner/ firm should be available on his /her own direct telephone (office as well as residence) and also on mobile phone so as to call in emergent case. The Mobile Number should also be given.
- g. Service Charges should be indicated in percentage (%) of the contract value and should not be more than two decimal places.
- h. (aa) In case of more than one L-1 bidder, suitability of L-1 bidder will be determined on the basis of the profile of their firms i.e. total turnover during the last three year. Preference will be given to one with higher turnover. In case of tie, the ESI and EPF deposited during 2016-17 will be taken into account and one with higher deposit will be given the preference .(Annexure-IV)

(ab) A comparison sheet will also be prepared to determine L-1 on the basis of (aa) above.

i. Payment to the Security Guards by the successful firms:-

- i. The successful firm shall make the payments to the employed security guards by cheque/NEFT/RTGS. In no case, cash payment be made to the security guards. If any complaint is received in this regards or paid less than the minimum wages rate determined by GNCTD from time to time, the contract will be terminated immediately. No representation in this regard will be entertained.
- ii. The successful firm bidder has to be submitting the documentary proof of **ESI & EPF Registration Certificate** of all Security guards deployed for DST within three months from the date of award of contract. Failing which will attract termination of contract.
- iii. All the security guards shall be issued with uniform & identity card of the firm from the date of commencement of contract.

10. The financial evaluation would be done on overall rates mentioned by the bidders in Annexure-I.
11. If the supplier after submission of bid and due acceptance of the same i.e. after the placement of order fails to abide by the terms and conditions of these tender documents, or fails to provide satisfactory services or at any time repudiates the contract, DST shall have the right to forfeit the EMD the performance security it deposited by the supplier and procure the services from other agencies at the risk and consequence of the supplier. The cost of such procurement will be recovered from the service provider.
12. Each bidder will have to certify that all the terms and conditions are acceptable to him.
13. The DST reserves the right to accept or reject any bid in full or in part without assigning thereof. The decision of the DST in this regard shall be final and binding on the firm.
14. The DST reserves the right to terminate the contract at any time if it is satisfied that the bidder has failed to fulfill its obligations as per the terms and conditions of the contract. The decision of the DST in this regard would be final and binding.
15. **Payment Terms & Conditions:-** The firm should submit monthly bill in triplicate addressed to the Under secretary Admn II (B), DST. Bill should be accompanied with the attendance sheet duly signed by the guards and authenticated by the supervisor and NEFT/RTGS cheque details etc.

- 16.** The service provider/Agency must have the proper mechanism for intake, verification of candidate's character and Antecedents, management and placement of the unskilled manpower. The persons engaged by the agency should not have adverse police records/criminal cases against them. The agency would be responsible for making adequate inquiries about the character and Antecedents of the person before their engagement for the purpose.
- 17.** The service provider/Agency must have work experience of providing Un-skilled manpower, of similar nature, in other ministries/departments of Government of India during last five years. Copies of Job orders and particulars of the officer to be contacted in the concerned ministries /departments/PSU may be furnished (for the purpose of verification).
- 18.** The manpower supplying agency should have been in existence for not less than 3 years.
- 19.** It should not have been blacklisted by any organization.
- 20.** The contract for successful bidder shall commence within 7 days of finalization of Tender for a period of one year, unless it is curtailed or terminated by this department owing to deficiency of service, inefficiency of the Security Guards deployed, breach of contract, reduction or cessation of the requirement of work.
- 21.** The service provider will be bound by the details furnished to this department, while submitting the tender or at subsequent stage. In case, any of such documents, is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract.
- 22.** The service provider shall engage necessary persons as required by this Department from time to time. The said persons engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary/wages in time i.e. before the 7th of every month. There is no master and servant relationship between the employees of the service provider and this Department and further the person engaged from the service provider shall not claim any absorption.
- 23.** The service provider's personnel working should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of this Department. The service provider shall be responsible for any act of indiscipline on the part of the personnel deployed by him/her.
- 24.** The service provider will have to remove from the office, any debarred persons, who is found incompetent or for his/their misconduct and the service provider shall forthwith replenish such requirements. The service provider shall replace immediately any of its personnel, if they are unacceptable, to the Department because of any security risk, incompetence, conflict of interest, breach of confidentiality or improper conduct upon receiving written notice from this office.

25. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be borne by the agency..
26. Working hours would be on all seven days of the week(regular overtime & stretching of duties beyond 8 hours will not be accepted for the shortage of manpower deployed). The shift duty of the Security Guard would be as follows :

Vigyan Sadan, Guest House (2 Security Guards at a time) :

- (a) First Shift : 6.00 hours to 14.00 hours
- (b) Second Shift : 14.00 hours to 22 hours
- (c) Third Shift : 22.00 hours to 6.00 hours

NSDI Complex, (1 Security Guard at a time) –

- (a) First Shift : 6.00 hours to 14.00 hours
- (b) Second Shift : 14.00 hours to 22 hours
- (c) Third Shift : 22.00 hours to 6.00 hours

27. If Required, It will be the duty of the Guard to open the locks to enable cleaning activities in the buildings from 7.00 a.m. in the morning and will also be present and vigilant during the entire work of the cleaning operation.
28. The service provider shall provide a substitute well in advance, if there is any probability of the persons leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
29. The service provider shall be accessible at all times and message by phone/mail/fax/special messenger from this department to him/her shall be acknowledged immediately on receipts on the same day. The service provider shall strictly observe the instructions issued by the Department implementing the contract from time to time.
30. This Department shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongs, equipment or vehicles of the engaged personnel/Security Guards.
31. 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 act of commission or omission on the part of its staff or its employees. If this department suffers any loss or damage on account of negligence, defaults or theft on the part of the personnel of the agency, then the agency shall be liable to reimburse the pecuniary value of the loss, as decided by this department to this department for the same. The agency shall keep this department fully indemnified against any such loss or damage.

32. The service provider will maintain an attendance register in respect of the personnel deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.
33. The successful bidder will enter into an agreement with this department for supply of Security Guards as per the terms & conditions of NIT.
34. On the expiry of the contract, 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 termination of employment or non- employment by the personnel of the agency, it shall be entire responsibility of the agency to pay and settle the same.
35. Bids, offering rates which are lower than the Minimum Wages(as applicable for NCT of Delhi) for the pertinent category would be rejected.
36. The bills submitted by the firm shall accompany copies of PF/ESI challans, attendance sheet, GST challan etc. failing which a portion of the bill amount shall be held up till the proof is furnished, at the discretion of this department.
37. The DST reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.
38. The service provider shall be responsible for compliance of all statutory provisions relating to Minimum wages act, shop and establishment act etc in respect of the persons deployed by it in this department.
39. The service provider shall be also be solely liable for depositing all taxes, levies, cess etc on account of service rendered by it to this department to the concerned tax collection authorities from time to time as per extant rules & regulations on the matter.
40. The service provider shall maintain all statutory registers under the applicable laws. The agency shall produce the same, on demand, to the concerned authority of this department or any other authority under law.
41. The agency shall be responsible for payment of wages to each worker employed by him as contract labourer and such wages shall be paid on or before 7th of every month and receipt as proof of payment of salary/wages should be attached with the bills to be preferred.
42. It is obligatory on the contractor to ensure that wages paid should not be less than the Minimum wages fixed by the government from time to time and all statutory requirements such as provident fund, employees state insurance and bonus etc must be incorporated in salary.
43. That the person deployed shall not be below the age of 18 years and not more than 60 years.

44. That the person deployed shall be Indian by birth and in possession with Adahar Card.
45. The service provider shall not assign, transfer, pledge or subcontract the performance or services without the prior written consent of the department.
46. All disputes or difference whatsoever arising between the parties out of or relating to means, operation of this contract or the breach thereof shall be settled by Arbitration in terms of 'The arbitration and Reconciliation Act, 1996' with all statutory modifications and award made in pursuance thereof shall be binding on the parties.
47. The Courts at New Delhi will have exclusive jurisdiction for any issue/dispute arising out of or in connection with this contract.
48. For all intents and purposes, the service providing agency shall be "Employer" within the meaning of different Labour Legislations.


5/9/17
(Soumitra Basu)
Under Secretary (Admn.II(B))

FINANCIAL BID

DATED

To ,

Shri Soumitra Basu,
Under Secretary (Admn.II(B))
Department of Science & Technology,
Technology Bhawan, New Delhi-16

Reference Tender Enquiry Document No. _____ - _____
dated _____

FINANCIAL BID

| S.No. | Component of Rates | Rates Per Security Guard(in Rs.) | Quantity | Total Amount (in Rs). |
|-------|---|----------------------------------|----------|-----------------------|
| 1. | Monthly rate per un-skilled security Guard | | | |
| 2. | Employee Provident Fund as per applicable rates | | | |
| 3. | ESI as per applicable rates | | | |
| 4. | *Administrative/Service charges | | | |
| 5. | GST Tax liability as per applicable rates | | | |
| | Total(Column 1 to 5) | | | |

*Please note Service Charges should be indicated in percentage (%) of the contract value and should not be more than two decimal places.

**The wage structure should be in conformity with the latest Minimum Wages notified by Labour Department, Govt. of NCT, Delhi

***Statutory liabilities as per applicable rates.

(Signature with date)

Name and designation

Duly authorized to sign tender for and behalf of

(Official seal of the firm)

ANNEXURE –II

CHECK LIST

| SL NO | Enclosure | Yes/No | Page No in the bid |
|-------|---|--------|--------------------|
| 1 | Tender Fee Coupon | Yes/No | |
| 2 | Whether Tender Fee and EMD enclosed | YES/No | |
| 3 | Whether the certificate of Chartered Accounts on Annual Turnover of over Rs.40 Lakhs enclosed | YES/No | |
| 4 | Whether copies of the Balance Sheets and Income Tax returns for the year 2014-15, 2015-16 and 2016-2017 enclosed | YES/No | |
| 5. | Whether the list of Organizations where the firm has executed similar work enclosed along with copies of work order | YES/No | |
| 6. | Whether duly signed annexure III have been enclosed with the bid | YES/NO | |
| | Whether all documents as mentioned in clause 4 enclosed. | YES/NO | |

Note:- All the pages of the bid should be serially numbered.

(Authorized signatory)

Name and Address of the firm

Tel No. / Mobil No./Fax No.

TENDER for annual contract for hiring of Security Guards for Vigyan Sadan and NSDI Complex at R.K. Puram

We

_____ (Name and Address of the firm)
_____ have in response to your NIT dated----- submitted a technical and financial bid for providing Security Guards. As required under NIT., we hereby certify as under :-

1. That we have thoroughly read all terms & conditions of the NIT and confirm that all the terms and conditions of the tender are acceptable to us.
2. That we have been in the business of providing manpower from the five years.
3. We have not been blacklisted by any Ministry/Department organization.

(AUTHORIZED SIGNATORY)

NAME AND ADDRESS OF THE FIRM/BIDDER

**Total Amount of ESI
& EPF paid during
2016-17**

| S.No. | Year | Total Amount of ESI paid during the year | Total Amount of EPF paid during the year | Total of ESI & EPF Paid during the year 2016-17 |
|-------|---------|--|--|--|
| 1 | 2016-17 | | | |

Tender Fee Coupon

Tender No.D-34012/01/2016-Admn.II(B)/GH

Dated:

Tender Set No.

Issued to

M/S.....

.....

.....

Against request letter No..... dated

.....2017 and payment of an amount of Rs.1,000/- *Rupees one
Thousand

only) vide Demand Draft/PayOrder/Banker's Cheque No..... dated

.....2017 drawn on

.....

Tender Document issued on _____

Signature of the bidder(s) with stamp

