

**V.V. Giri National Labour Institute
Sector – 24, NOIDA – 201301 (U.P.)**

Tel : 2411533-34-35

Fax : 2411474, 2411536

E-mail: vvgnli@vsnl.com

Visit our Web Site at: [http: www.vvgnli.org](http://www.vvgnli.org)

Tender Form for Annual Contract for Security Services

Date of Advertisement: 16.04.2011

Cost of Tender: Rs.2500/-

Date of Issue of tender: _____

Last date for Submission of tender: 06.05.2011 (3.00 p.m.)

Date of opening of tender: 06.05.2011 (4.00 p.m)

Tender form issued to:-

M/s. _____

Signature of Issuing Officer

**V.V. Giri National Labour Institute
Sector – 24, NODIA – 201301 (U.P.)**

Tender procedure

The Tenderer would submit sealed tender in two parts, (i) technical bid and (ii) financial bid in two separate envelopes containing following information.

A. The Technical Bid

1. Name of the Tenderer
2. Experience
3. Declaration:
 - a) That they possess an independent P.F. Number allotted to them by a Regional Provident Fund Commissioner. (enclose documents)
 - b) That they possess an independent ESIC number allotted to them by competent authority (enclose documents)
 - c) The agencies have annual turn over of Rs.20 lakh in the field of providing security services in one year. (enclose documents)
 - d) The agency have at least 05 years experience in this field. (enclose documents)
 - e) The agency must have at least three existing clientage in the National Capital Region where at least 19 security personnel are deployed for their respective office premises. (enclose documents)
 - f) Latest Income Tax clearance certificate.
 - g) A certificate stating that the tenderer has visited the site and has fully familiarized himself with site conditions while submitting the tender.
 - h) Demand Draft of Rs.60,000/- drawn in favour of V.V. Giri National Labour Institute, Sector 24, NOIDA, as Earnest Money shall be forwarded with the technical bid.
 - i) List of client. The tenderer should give certificates of satisfactory performance from at least three clients where the tenderer is providing security services at present.

The envelope should be marked with Annual contract for Security Services. (Technical Bid)

B. The Financial Bid

The tenderer should quote per head per month charges as below:

The charges should be inclusive of wages (as per minimum wages), Provident Fund Contribution, ESIC contribution, Uniform Allowance and relieving charges.

The rate should be quoted in number as well as in words indicating the following details.

Description	Supervisor
Minimum wage	
PF @ 13.61%	
ESI @4.75%	
Bonus @ 8.33%	
Total wages	
Agency charges	
Service Tax	
Grand total	

Description	Gunman
Minimum wage	
PF @ 13.61%	
ESI @4.75%	
Bonus @ 8.33%	
Total wages	
Agency charges	
Service tax	
Grand total	

Description	Guard
Minimum wage	
PF @ 13.61%	
ESI @4.75%	
Bonus @ 8.33%	
Total wages	
Agency charges	
Service tax	
Grand total	

The envelope should be marked with Annual Contract for Security Services. (Financial Bid)

The tenders would be evaluated as per detailed specifications submitted in the technical bid and tenders found suitable would be short listed and financial bid of only short listed agencies will be opened and considered. The financial bids of tenders not found suitable on the basis of technical bid, will be returned un-opened.

**V.V. Giri National Labour Institute
Sector – 24, NOIDA – 201301 (U.P.)**

**ANNUAL CONTRACT FOR SECURITY SERVICES VVGNLI CAMPUS,
NOIDA**

1. SCOPE OF WORK

1.1 The scope of work shall be round the clock deployment of security Guards and Security Supervisor for total security of Institute's Campus spread over 12.5 acres of land consisting of Administrative Block, Seminar Block, Hostel, Sub-station, Residential Block and Library etc.

2. TERMS & CONDITIONS

The agency should provide the manpower as follows:

Supervisors	-	02
Gunman	-	01
Guards	-	16

The Guards will man the posts round the clock on all days of the year for each of the three shifts, including relievers.

The agency will ensure that the working hours for the personnel shall not exceed 8 hours in a day and are giving weekly off and other holidays as per law.

Providing security coverage against theft, burglars, trespassing etc. for the whole campus.

Checking all incoming and outgoing vehicles and vendors and prevent stray cattle etc. in the campus.

The staff provided will always be in proper uniform.

Payment of monthly wages will be made in the presence of an authorized representative of the Institute.

All the necessary equipments to carry out the duties like whistles, flash lights, baton and other necessary security equipments etc. to the security personnel shall be provided by the agency. Subsequent replacement and maintenance of these equipments including uniform etc. shall also be the responsibility of the

agency. However, the article such as registers etc. would be provided by the Institute.

The authorized official of the Institute can check the services to be provided through the security personnel on duty. If any shortcoming is observed, the Institute shall have right to ask for explanation. The Officer(s) so authorized by the Institute shall exercise supervision and control over the services being provided by the security personnel deployed by the agency. Any instructions issued by them shall be promptly attended to by the agency and security personnel.

Incase of accident leading to the injury of the Guards, the Institute will try to provide immediate medical aid, the cost of which will be recovered from the agency but the Institute will not incur any liability whatsoever consequent upon such accidents. It will be the sole responsibility of the agency to pay any compensation or liability arising out of such injuries.

If services of the agency is not found satisfactory. The agreement can be terminated by giving one month notice or payment in lieu thereof.

The agency would provide round the clock duty at Main Gate, Administrative Block, Library Block, Hostel, Residential Complex or any other area in the Institute campus.

The agency shall ensure that Guards etc. provided to the Institute are educated, of good moral character, have never been convicted of a criminal offence by a Court of law, physically fit without any physical or mental disability and are above 18 years but less than 45 years.

Any loss sustained by the Institute by way of theft negligence or carelessness by the agency or their workmen solely rest with the agency and shall be deducted from the monthly bills of the agency. Any damage exceeding agency's due will be recovered from the agency separately. The assessed value of the damages shall be deducted from the monthly bills. The decision of the Competent Authority of Institute in this regard shall be final binding on the agency.

The Guards deployed by the agency shall be under the whole and sole control of the management of the agency only. As such their service conditions etc. will rest with the agency. The agency will have to pay adequate wages / salaries as per Minimum Wages Act 1948 of the Government of India as in force or enforced from time to time. The agency shall undertake to discharge all the liabilities of their employees including Provident fund & ESI.

All disputes arising in respect of salaries, wages or any other matters connected with the service conditions of Guards and Supervisor will be agency's responsibility and has to be sorted out by them. The Institute will be free from all

encumbrances whether from the Government or any other source, including claims as per Workmen Compensation Act, 1923 etc. However the Institute may consider the reimbursement of enhanced Minimum Wages as fixed by Govt. of Uttar Pradesh from time to time.

The agency shall provide identity cards to staff employed which will be produced on demand to officers or other staff of V.V. Giri National Labour Institute designated for the purpose.

List of guards deployed by the agency for the subject work mentioning qualifications, experience, residential address shall be informed to from time to time.

Institute reserves the right to ask the agency to remove particular person(s) from site with immediate effect if in the opinion of institute his behaviour / performance is not up to the mark and / or found indulging in unlawful activities. The agency shall immediately comply with such instructions.

Except, the otherwise provided in the contract, all disputes or differences arising out, or in connection with, the work of contract and between the contractor and the institute shall be referred to the sole arbitrator who shall be Director of the Institute, within a period of 30 days of arising of such difference or dispute. The decision of sole arbitrator shall be final binding on the both parties of the contract. The venue of the arbitration shall be VVG NLI, NOIDA.

The contract period will initially be for three months which will be extended for one year if the services of the agency are found satisfactory. On completion of one year, the service of the agency will be reviewed and can be extended for one more year. However, the total period of contract will not exceed 3 years.

3. SECURITY GUARD

The duties of the security guards would be:

To ensure the safety of personnel and property of the Institute.

To ensure that no unauthorized or undesirable person enter into Institute's campus or any building of the Institute.

To extend all courtesy to visitors, customers and V.V. Giri National Labour Institute employees and to maintain integrity, orderliness and discipline and be in proper prescribed uniform while on duty. Carry out all duties and task allotted by the Competent Officer sincerely.

To guard / patrol / check during day and night and ensure that no theft, pilferage, trespass, accident, nuisance, disturbance and disorderliness etc. takes place in the area of his duty.

To man entry points. Regulate and check the flow of men, materials, transport vehicles etc. and ensure that the entry/exist is as per valid documents and expeditious and record of the same is maintained as per order.

To apprehend immediately, produce before the competent VVGNLI Officer (s) the trespasser or person moving unauthorisedly and under suspicious circumstance.

To watch habitual offenders and mischief makers and inform the competent VVGNLI officers, if anything unusual is noticed.

To seize good not found in order or suspected to be stolen and to bring to the immediate notice of the competent VVGNLI Officer.

4. SECURITY SUPERVISOR

The duties of the security Supervisor would be:

- 4.1 To ensure of the safety of personnel & property of Institute.
- 4.2 To extend all courtesy to visitors, customers and Institutes employees and maintain integrity, orderliness and discipline on the premises while on duty and be in a proper prescribed uniform, exhibit proper courtesy and discipline and carry out all tasks allotted by the competent officers of the agency in pursuance of the contract.
- 4.3 Detail check and supervise regularly duties performed by security guards and enforce good behaviour, discipline, rotation of duties, disciplinary action etc.
- 4.4 Bring to the notice of the concerned officer, preferably in writing, all important matters connected with the contractual duties of the agency immediately.
- 4.5 Carry out liaison duties with the local police as required by the competent authority.
- 4.6 To carry out the internal investigation or enquiry in case of theft, fire damage, accident etc. as required by the competent official of Institute.
- 4.7 To maintain necessary document as ordered by the competent officers of Institute.
- 4.8 To carry out any other duties assigned by the competent officers of Institute within the terms of agreement.

5. IMPORTANT CONDITIONS: - Participation in this tender is allowed to only those tenderer/security agencies who fulfils the following conditions.

- 5.1 That they possess an independent P.F. Number allotted to them by a Regional Provident Fund Commissioner. (enclose documents)
- 5.2 That they possess an independent ESIC number allotted to them by competent authority. (enclose documents)
- 5.3 Security agency has annual turn over of Rs.20 lakh in the field of security service in one year. (enclose documents)
- 5.4 Security agency must have at least 5 years experience in Security services provided to the Institutions. (enclose documents)
- 5.5 The agency must have at least three existing clientage in the National Capital Region where at least (19) security personnel are deployed for their respective officer premises.
- 5.6 Bank solvency certificate, Bank limit not less than 5 lakh.
- 5.7 Latest Income tax clearance certificate
- 5.8 Site Inspection Certificate.

6. COMMERCIAL CONDITIONS

- 6.1 Price Basis: (a) The price quoted should be firm and valid till the complete execution of the order. No escalation on what so ever account shall be paid under this contract.
- 6.2 Agencies are advised in their own interest to visit VVG NLI located at Sector – 24, NOIDA to ascertain the work before quoting the rate.

7. SITE

The site of work is V.V. Giri National Labour Institute, Sector – 24, NOIDA – 201301, U.P.

The tenderers must visit the site of work and see for themselves and acquaint thoroughly with all the site conditions which will not be accepted as the basis of any claim for any additional compensation, or any other claim whatsoever. The tenderer must enclosed a certificate stating that he had visited the site and had taken care of all site conditions while submitting his tender.

8. CONTRACT PERIOD'

The contract will be for one year period. However, the performance will be evaluated after three months of award of contract.

9. SECURITY DEPOSIT

10% from every running bill after adjustment of initial deposit of E.M.D. which is refundable after successful completion of contract period. The total deposit on this account will be restricted to 10% of Annual Contract Value. In case of default, the security will be forfeited. Tax deduction at source as per Government rules will be applicable.

10. PAYMENT

The agency will have to ensure the wage payment to the security personnel employed by them for this purpose before 10th of every month and this should be ensured by agency irrespective of the fact that Institute has made the payment to the agency or not and whatsoever other reasons. However the Institute will make the monthly payment to the agency after the agency submits the bill along with a copy of Wage Payment Sheet, Receipts of Provident Fund and ESIC contribution of that particular month.

11. PENALTY CLAUSE

The agency will keep in position the full strength of guards, Gunman and supervisor at all times. Failing this, suitable penalty shall be imposed. The Institute will also impose suitable penalty in case of loss of material, property, equipment etc. As deemed fit by the competent authority. In case of any shortage in strength, the deductions will be made from the bill at double the proportional rate of emoluments of absent personnel.

12. EARNEST MONEY

No tender will be considered which is not accompanied by Demand Draft of Rs.60000/- drawn in favour of V.V. Giri National Labour Institute, Sector – 24, NOIDA, as Earnest Money and shall be forwarded separately and not in the same enveloped as the Tender otherwise the tender will be returned unopened marked as "Refused". In the event of the tenderer withdrawing his Tender before the expiration of two calendar months from the date fixed for receiving tenders or such other date as the Tenderer may be required to extend the Tender will be cancelled and the Earnest Money will be forfeited to the V.V. Giri National Labour Institute and on the understanding also that if the Tender is accepted the Bond or Guarantee would be furnished when required the Earnest Money will be returned

to unsuccessful bonafied Tenderer within three months after the due date fixed for receiving tenders or at such earlier time as a tender may have been accepted by the V.V. Giri National Labour Institute. In case of the successful Tenderer the Earnest Money will be adjusted as soon as the formal agreement and the Bond of Guarantee have been executed.

13. INSTITUTE RESERVES RIGHT

The Institute is not bound to accept the lowest or any tender and reserves the right to award the work to any one or divide it between more than one Tenderers at its sole discretion and convenience without assigning any reasons. The rates quoted by the Tenderers shall be valid even in case of part of the work is awarded to a Tenderer.

14. LAST DATE

The last date of submission of tender is _____ by 3.00 p.m. The tender should be submitted in a sealed cover to the Administrative Officer, V.V. Giri National Labour Institute, Sector – 24, NOIDA, (U.P.)

Special Terms and Conditions of the Contract

1. Tenderer should visit the various areas to study the scope of work and nature of service before quoting against the tender.
2. Consolidated price should be quoted for the sufficient workmen, equipment and materials as given in the description of work/services detailed scope of work.

Break up of the quoted rate must be shown indicating various items of charge (Workmen-Skilled and Unskilled. Supervisor, EPF, Service Tax liabilities, administrative/service charges, any other tax, if any). The legal requirements of adhering to minimum wages Act, 1948 as amended from time to time, may be kept in view while quoting the rates. Incremental increase/decrease in the Wages as per Minimum wages revised by the Govt. whichever is higher shall be reimbursed limited to incremental increase. However, no increase in Profit, Admin. Charges, material costs etc. will be admissible.

3. The tenderer should sign and affix his/her firms stamps at each page of the tender and all its Annexure as the acceptance of the offer made by him/her firm will be deemed as a contract and no separate formal contract will be drawn. No page should be detached/removed from the tender Invitation and enclosures/Annexures.
4. Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof, in case tenderer fails to observe the above stipulation or backs out from his/her quoted rate and terms.
5. Quotation not meeting the scope of work and Terms and conditions stipulated in the tender is liable to be rejected. The Institute will have the right to accept or reject any offer without assigning any reason thereof.
6. Quotations received without EMD shall be summarily rejected. No claim of Interest on EMD and Security deposit shall admissible.
7. The material required for the contracted services shall be arranged/provided under intimation to the Administrative Officer with proper entry/IGP at the Main Gate. A certificate from Administrative Officer with respect to quality and quantity of material shall be submitted along with Bill as proof.
8. Subletting of Work: - The firm shall not assign or sublet the work or any part of it to any person without having within permission of the Director of the Institute.
9. For the purpose of work the contractor shall engage persons above 18 years of age only and who are found suitable, on the basis of police verification report. No minor workman would be permitted in any case.
10. The contractor shall issues the identity passes with name, photograph to ensure that they carry the identity passes during working hours. It is essential that they wear the prescribed uniform, which will be provided by the contractor.
11. The Officer Incharge or his representative may from time to time inspect the site of work under the contract and any breach of terms of contract may result in termination of contract, deduction of reasonable amount or any other action as may be deemed fit. Decision of the Director,VVGNLI with regard to such deductions will be final.
12. The contractor shall be responsible for providing safety measures and amenities as required under law/rule/nature of work to workmen engaged by him for purpose of maintenance inside the Institute and under no circumstances shall the

- Institute be held liable for same. For compensation, if any payable to a member of his workforce the liability shall lie with the contractor as per law
13. The work force deployed by the contractor for the said activity of maintenance under the agreement of the contractor shall not indulge in such activities as per prejudicial to the interest of Govt. Property inside the Institute or estate.
 14. The contractor shall be responsible for any damage or loss of Govt. property inside the Institute, caused by the persons engaged by him under the contract. In case the persons engaged by the contractor indulge in such activities as are prejudicial to the interest of the Institute or result in loss to the property, the Institute will have the right to debar the entry of such persons into the Institute and take any such measures for realizing the cost of damages from the contractors apart from withholding the amount payable to the contractor under the contract till the realization of the cost of damage.
 15. The Institute shall have the right to rescind the contract, modification, alteration of the terms and conditions of the contract.
 16. If due to violation of the terms and conditions of the contract by the Contractor, the Institute shall have the right to rescind the contract without any notice to the contractor and shall recover the damages along with the penalty.
 17. (a) The workers employed on the above work by the Contractor shall be under the sole and whole Control of the management of the contractor and for all purposes, they will be the employees of the contractor only. The persons engaged by the contractor against the contract shall not have any right/claim whatsoever for direct recruitment of permanent employment in the Institute
(b) The Contractor will have to comply with the provision of MW Act & PW Act wages/salaries as per minimum wages act of the Govt. of India & U.P. State Government as in force or enforced from time to time. Besides this engagement of workers should be in accordance with all the relevant labour laws. Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and any modification thereof. Any other law relating to labour legislation and rules made there under from time to time as applicable must be complied with.
(c) The Contractor shall undertake to discharge all statutory liabilities of his employees such as PF, Gratuity, Leave Salary, Medical Care, Service Bonus, Maturity benefits etc.
 18. The Contractor shall not allow/permit his workers to participate in any trades union activities or agitation inside the Institute and estate.
 19. In case the contractor fails to pay the wages/short payment by 10th of following month then the INSTITUTE shall pay the wages to the workers employed by the contractor. The expenditure incurred by the Institute on account of payment of the wages to the workers shall be recovered from the bills of the contractor along with the penalty @ 25% of the wage not paid by the firm in time.
 20. Institute have right to terminate the Contract in case of non payment/short payment of the wages to the workers employed by the contractor on the date/time/place fixed in this regard.
 21. Contractor shall maintain all statutory records and registration provided under various Labour Laws such as MW Act, ER Act, CL(R&A) Act, BOCW (RE & CS) Act, EPF and other Laws. Thus records are to be kept at the Institute during the working hours.
 22. The contractor shall ensure payment of the wages to the persons employed by him in terms of statutory provisions with reference to Minimum Wages Act and

- rules. Payment of Wages Act Rules notifications or orders in force at the time of disbursing wages. Contractor shall pay the wages on the date and at the place fixed by the INSTITUTE for this purpose in the presence of the authorized representative of INSTITUTE and for the purpose.
23. The contractor shall furnish monthly report to the INSTITUTE by 3rd of the every month without fail, on contract labourers deployed and job completed at work place. The contractor shall maintain register of workmen employment, register of wage-cum-muster role, register of fine, deduction for damage or loss to INSTITUTE, wage slip and register of accidents. He shall be liable to show any of the above documents as and when called upon and the failure of which can entail for fines and termination of the contract.
 24. Contractor shall deposit the Statutory dues under the EPF and Misc. provision Act regarding the workmen employed by him. He shall give the proof/challan of depositing the PF before 15th day of the month. Contractor's Bills shall be processed by INSTITUTE only when he submits the brief of the payment of the Statutory dues of the workers under various Labour Laws such as Wages/PF etc. Claim for service tax paid will be reimbursed only against proof of depositing the same.
 25. The following shall also be produced by the contractor along with the bill for making payment:-
 - (a) Attendance sheet indicating weekly off duly countersigned by officer of the INSTITUTE.
 - (b) Payment to the workers
 - (c) Copies of P.F. Challans along the list of persons and amount of EPF contribution deposited by the firm
 - (d) Proof of Service Tax paid by firm against the contract
 - (e) Income tax will be deducted
 26. The Contractor will have to take out the following insurance policies to cover up all the risk and keep them valid till the successful completion of the contract
 - (i) Workman's compensation
 - (ii) Risk/liability of the 3rd party
 27. The Contractor should indemnify the Institute against any litigation arising from violation of rules and statues. The firm shall conduct all legal proceeding as may be necessary without any cost to the Institute.
 28. Contractor shall be allowed to employ 20 or more than 20 workmen only when he brings Licence under CL (R & A) Act, 1970.
 29. If owing to breach of any of the provisions of these acts or any other relevant acts on the part of the contractor, INSTITUTE will have the right to deduct such amounts, payable against any contract, from the bills of the contractor. The contractor shall indemnify such losses as are incurred by INSTITUTE resulting from his non compliance with the relevant statutory provisions.
 30. Risk and Costs – In case of failure of the contractor to perform the contract satisfactory the same will be cancelled at his risk and cost and a fresh contract will be entered into at the risk and cost of the defaulting contractors.

Filename: security_11.doc
Directory: C:\Users\Ilhrp 1\Desktop
Template: C:\Users\Ilhrp
1\AppData\Roaming\Microsoft\Templates\Normal.dotm
Title:
Subject:
Author: hp
Keywords:
Comments:
Creation Date: 12/29/2008 12:19:00 PM
Change Number: 136
Last Saved On: 4/18/2011 2:29:00 PM
Last Saved By: Ilhrp 1
Total Editing Time: 200 Minutes
Last Printed On: 4/18/2011 2:31:00 PM
As of Last Complete Printing
Number of Pages: 13
Number of Words: 3,994 (approx.)
Number of Characters: 22,769 (approx.)