

**No. 7/18(2)/2014-SD/S&S
INDIRA GANDHI NATIONAL CENTRE FOR THE ARTS
C.V. MESS BUILDING
JANPATH
NEW DELHI-110 001.**

Tender Document

FOR

Annual Contract for Security Arrangements

- | | | |
|--|---|---------------------------------------|
| (i) Last date for collecting Tender Document | : | 5th September, 2016 |
| (ii) Last date for submission of Bids | : | 6th September, 2016 |
| (ii) Date of opening of Technical Bids | : | 7th September, 2016 |
| (iv) Date of Opening of Financial Bids later | : | To be communicated |
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**INDIRA GANDHI NATIONAL CENTRE FOR THE ARTS
C.V. MESS BUILDING, JANPATH
NEW DELHI-110 001.**

Tender No. 10

20th July, 2016

Name of work: **Tender for providing of Security Services at IGNCA premises consisting of three buildings at C.V. Mess Janpath, No.3, Dr. R.P. Road and No.11 Man Singh Road, New Delhi.**

NOTICE INVITING TENDERS

1. Sealed tenders under two bids i.e. (i) Technical Bid and (ii) Financial Bid are invited on behalf of Indira Gandhi National Centre for the Arts (IGNCA) for providing the Security Services at IGNCA premises for a period of **two year extendable by another one year** based on the performance of 1st and 2nd year. The tenders should be addressed to the **“Consultant(S&S), Indira Gandhi National Centre for the Arts(IGNCA), 11 Man Singh Road, New Delhi – 110001”** and dropped in the Tender Box kept in the S&S Section, in Sutradhara Division of Indira Gandhi National Centre for the Arts, 11 Man Singh Road, New Delhi latest by **3.30 p.m. on 6th September, 2016**. Technical Bids will be opened on **7th September, 2016 at 11.00 hrs.** and Financial Bids of technically qualified tender will be opened at a later date which will be intimated later. **Tenders received after the due date/time will not be accepted.**

2. **Eligibility of Bidders**

- (i) All security agencies **registered under Private Security Agencies Regulation Act 2005 in state of Delhi** providing similar kind of services for at least **last three years** and having annual **turnover of Rs. one crore or above** during the **last two financial years** are eligible for submitting the bids.
 - (ii) Bidder should have experience of executing similar works i.e. providing security **Services in PSUs/Autonomous Institutions/Government Departments/Semi-Govt. Departments/reputed companies, etc.** by daily deploying a total of **at least 100 security guards** and supervisors at different locations and **at least 30 such guards** at one location in the last three years. Bidder should submit **Certificate of Satisfactory Completion of three such** contracts in the last three years.
 - (iii) The contracting agency should have on their rolls some **ex-servicemen/retired employees of Para-military forces/civil police**
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as Security Supervisors having at least one year's experience for security work.

- (iv) The bidder must possess valid EPF, ESI & service tax registration certificate.

3. **Terms and Conditions.** As per **Annexure- I.**
4. **Schedule of Requirement of Manpower.** As per **Annexure - II.**
5. **Technical Bid** The documents/information required in Technical Bid is listed at **Annexure -III** to this tender document. Technical bid should be placed in a separate envelop and following should be boldly super scribed on the top of the envelope:
- “Technical Bid of Tender No. 10 dated 12.7.2016 for Security ”.**
6. **Financial Bid** The rate for the work will be quoted on **Annexure IV** and placed in the second sealed envelope and the following line in bold should be written on the top of it:

“Financial Bid of Tender No 10 Dated 12.7.2016 for Security Services”.

(IP Singh)
Consultant (S&S)

Signature of Tenderer (with stamp & date)

Annexure I

Terms and Conditions of the Annual Contract for Security Services, IGNSA

1. The contract for security arrangements will be offered initially for a period of two years and may be extended for another one year based on performance of agency in first year.
 2. The security staff will be paid minimum wages as notified by Delhi Government. Guards will be paid at the rates applicable to unskilled workers and supervisor will be paid at the rates applicable to semi-skilled workers.
 3. There will be no upward revision in the service charges of the agency during the contract period, however, any upward/downward changes in the minimum wages of skilled and unskilled workers by Government of Delhi and any change in the statutory tax structure will be applicable w.e.f. the date notified by the Government of Delhi.
 4. The firm/agency will provide only trained guards and supervisors and continuous refresher training on various aspects of security and human behavior will be given by the firm/agency to the manpower deployed at IGNSA. The firm/agency must have its own training facilities.
 5. The firm/agency will have to ensure highest standards of security services through its Security Guards/Supervisors.
 6. The firm/agency should be in possession of license under Private Security Agencies Act 2005 to operate and service tax registration etc. It must possess certificates from ESI Corporation and EPF Organization with respect to insurance and provident fund of security guards. Besides, it shall have to submit latest income tax clearance certificate and latest audited balance sheet with the application.
 7. Eligibility of Security Guards to be provided by the firm to the IGNSA will include:
 - i. Age: Not more than 50 years as on date of deployment
 - ii. Height: 5.6 ft.
 - iii. Should be at least Matriculate
 - iv. Should not have any history of involvement in any criminal, unlawful or anti-national activity.
 - v. Should possess a good physique.
 - vi. A minimum of 50% should be ex-serviceman or ex-police/central police organizations /home guards.
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8. The Security Supervisors should also fulfill conditions laid down in para 6 above and should be only with Defence services/Police/Central Police Organizations background not above the age of 55 years.
 9. The firm shall enclose the photocopies of the certificates issued by the Commissioner of Provident Fund and Employees State Insurance, indicating their account number(s), along with the tender documents (Technical bid).
 10. The firm shall have to certify the credentials of the security guards to be provided to the Centre and shall be responsible for their behaviors/activities.
 11. The Security firm will provide necessary summer and winter uniforms to the Security guards and Ceremonial dress during programmes attended by V.V.I.P's.
 12. The Deployment of security guards shall not be 'person specific'. Security Supervisors/Guards will be the employees of firm/agency only and there will be no employer/employee relationship between IGNSA and security staff. Security staff will have no claim for appointment/absorption/hike in emoluments etc. against IGNSA at any point of time. They shall have no contract of whatsoever nature with the IGNSA. Their claims, if any, of whatsoever nature shall lie against the firm/agency.
 13. After the firm/agency is empanelled, other items and conditions will be discussed with it and if the same are agreed upon, the parties will execute a formal "Agreement" which will be binding on both the parties.
 14. The firm/agency will be required to enclose the photocopies of payments deposited with the Commissioner of Provident Fund and Employees State Insurance in respect of the staff deployed at IGNSA along with the account numbers of each staff member. The copies relating to these payments may be enclosed every month along with the retainer ship bills submitted by the firm/agency to the Centre for release of payment along with the details of the contribution amount clearly mentioning name of the Guards/Supervisors deployed during the month.
 15. It will be obligatory on the firm/agency to pay the emoluments, wages and dues of these personnel including contribution towards their Provident Fund and Employees' State Insurance etc. The service provider must ensure that entitled wages of the workers are credited to their bank account latest by 7th of each month. Service provider will not be given any relaxation in this matter. The Service provider shall compulsorily issue the salary slip to every security guards and supervisors in the following format or any other acceptable form.
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| Name of employee | Designation |
|-------------------------|---|
| Month | No. of days present |
| Salary Statement | ESI No. |
| Payable Paid | PF No. |
| Basic | Deductions Amount |
| Bonus | EPF(12%) |
| HRA | ESI(1.75%) |
| Gratuity | Security Deposit Any other deduction |
| Others Allow | |
| Add. Allow/late duty | |
| Gross wages | |
| OT | |
| Gross wages + OT | Total Deduction: |
| Net payable(Rs.) | |

- 16.The firm/agency shall provide complete and continuous security measures throughout 24 hours by changing the personnel in rotation or replacement subject to the provision that each security guard does not perform more than 8 hours duty in a day.
- 17.The security supervisor will not only be responsible for all round performance of duties of the security guards but also will be responsible for their work, discipline and punctuality. The security supervisor will be responsible to the Officer as designated by the IGNCA. He will report daily to him. They should maintain a regular attendance /duty register.
- 18.The security staff will take the responsibility of opening the office main gates and subsequently closing them from time to time as instructed to the security supervisor by the Officer or any authorized person of the IGNCA.
- 19.The firm will ensure the security and safety of the life and property of the entire IGNCA campus and to prevent any theft, damage or loss to any moveable or immovable property. In the event of any theft, damage or loss to any moveable or immovable property of the IGNCA, the extent of damages will be ascertained by a Committee formed by the IGNCA and the damages will be recovered from the firm by the IGNCA as per the recommendations of the Committee.
- 20.Police verification of all the personnel deployed at the Centre must be carried out and the firm will be required to provide the documentary evidence to this effect.
- 21.The firm will be required to provide torch lathi, whistles wireless and any other items necessary to their security staff.
- 22.All the personnel deployed by the security firm at the IGNCA should wear an identity card at all times while on duty.
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23. Adequate supervision shall be provided to ensure correct and effective performance of the security services in accordance with the prevailing assignment instructions agreed upon between the two parties. The security personnel shall ensure that there is no unidentified/unclaimed/suspicious objects/person in the buildings/premises. The vehicles that enter into the premises must be identified, noted in the register and parked at designated places. Token where ever required must be provided.
 24. Firm and its staff shall take proper and reasonable precaution to prevent loss, destruction, waste or misuse of the areas of the IGNCA.
 25. The firm shall be responsible to protect all properties and equipments of the IGNCA entrusted to it.
 26. No properties/equipment/items etc. shall be allowed to be taken out without coverage of a Gate Pass, duly signed by a designated officer of IGNCA.
 27. The personnel engaged should be of a robust physique and project an image of utmost discipline. They have to be extremely courteous & pleasant mannerism in dealing with the staff/visitors. The Centre shall have right to have any person removed in case the security personnel is not performing the job satisfactorily. The contractor shall have to arrange suitable replacement in all such cases within reasonable time.
 28. The eight hours shift will normally commence from 0600 hrs. to 1400 hrs. to 2200 hrs .and 2200 hrs to 0600 hrs. But the timings of the shift are changeable and can be fixed by the IGNCA from time to time depending upon the requirements. No security staff will be deployed for more than one shift on each day. No payment shall be made by the IGNCA for double duty, if any.
 29. The requirement of additional manpower will be placed on firm/agency as and when required and shift timings of this additional manpower also may differ from general shift timings. Further, in case, working hours for this manpower exceeds eight hours then there will be paid overtime on the basis of eight additional one hour subject to maximum of twelve hours shift.
 30. A formal agreement containing the various terms and conditions of the contract will be entered at the time of award of the contract. All these terms and conditions of the agreement will form a part of the contract.
 31. If the firm fails to execute the contract, the EMD will be forfeited.
 32. EMD will be refunded on satisfactory execution and completion of the contract as per the terms and conditions.
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- 33. In case the services of the firm are not found satisfactory, the IGNCA can terminate the contract by giving one month's notice in writing.**
34. Each page of the filled tender documents should be signed by the authorized signatory of the bidder firm failing which the tender received is liable for rejection by the IGNCA.
35. Overwriting and corrections in the tender documents should be avoided and corrections, if any, should bear the signature of the authorized signatory of the bidder firm failing which the tender received is liable for rejection by the IGNCA.
36. Retainer ship fee will be released by 7th of each succeeding month subject to submission of bill(s) by the firm by 1st of that month, complete in all respects.
37. The IGNCA reserves the right to accept or reject any/all tenders without assigning any reason whatsoever.
38. All personnel employed by the Tenderer shall be bound to provide full help in extinguishing any fire, that may break out anywhere in the campus. In the event of any mal practice on the part of the Tenderer or his employees vis-a-vis any staff of the IGNCA or otherwise, the right to terminate the Contract will vest with the IGNCA as per Clause 30.
39. TDS will be deducted as per prevailing Income Tax Laws and certificate to this effect shall be provided to the Tenderer by IGNCA. The responsibility of paying the Service Tax as per prevailing rates and as claimed in the bill amount, will be of the Tenderer. The Tenderer will be required to furnish proof of such deposit to the IGNCA every month.
40. The Successful Tenderer has to deposit a sum of Rs. 4.00 lakh (four lakhs) as a Security Deposit in cash or any other prescribed form under rules. The Security Deposit shall be released in full without any interest only when complete handing over of security charge is made to the IGNCA in the event of completion of the contract or otherwise if no dues are recoverable from the firm.
41. In case of the termination of this contract/agreement on its expiry or otherwise, the staff, or personnel engaged and deployed/deputed by the Firm, will not be entitled to and will not claim any absorption in the Regular or otherwise services of the IGNCA. The personnel of the firm will not claim and will not be entitled to pay, perks or otherwise any facilities as admissible to the regular/confirmed employees of the IGNCA during the subsistence of the contract/agreement and even after the expiry of the Contract/Agreement.
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42. The Firm will be bound by the details and documents as furnished by them to the IGNC A while submitting the tender or at any other time. In case any of the details of such documents furnished by them, are found to be false at any stage, this would be deemed to be a breach of the terms of Contract making them liable for serial action.
43. In case of breach of any of the terms of Agreement, the security deposit of the Firm will be liable to be forfeited by the IGNC A. In addition, the Contract/Agreement will also be liable to be terminated. Any sum of money due or payable to the IGNC A including the security deposit refundable to him under the contract can be appropriated by the IGNC A against any amount which the firm may owe to the IGNC A, New Delhi.
44. The Firm shall be liable to be fined to the extent of Rs. 1000/- in each case for any theft besides the recovery of the cost of the item lost/stolen in the premises of IGNC A which are not covered in clauses of the contract agreement.
45. The firm will ensure that no unauthorized entry is permitted and the guards at the entry points are able to categorize the legitimate visitors without causing any embarrassment or discourtesy.
46. Entry of stray dogs and cattle into the campus is to be prevented.
47. In case of any difference of opinion or dispute arising between the Parties, regarding interpretation or implementation of any of the terms and conditions of the Contract/Agreement then the same shall be referred to the sole arbitration of the Member Secretary of the IGNC A whose decision shall be final and binding upon both the parties.
48. The Firm shall compensate in full the loss sustained by IGNC A or its campus inmates on account of any theft, burglary and any other kind of intrusion in the campus entrusted to him for security. The amount of loss to be compensated by the firm shall be determined by the M.S. of the IGNC A arrived at on the basis of or otherwise, on findings of a Joint Committee Enquiry including Representatives of both the IGNC A and the firm, and the same shall be binding on the firm.
49. Lowest Tender will be determined on the basis of total of Col. G & H of Financial Bid

Signature of Tenderer (with stamp & date)

50. In case of any theft or burglary it will be the duty of the Security firm or its representative to lodge an F.I.R. at the concerned Police Station under due intimation to the IGNCAs. The matter may be referred to the Law Enforcement Authority, if it doesn't get settled for recovered. If the IGNCAs do not have enough dues of the Company/Firm with it to recover such amount, legal remedies will be resorted to as per the prevailing Law of the Land.
51. The Firm shall also be fully responsible for any loss, of material and property of IGNCAs attributable to the negligence or failure of the Security personnel in complying with the prescribed procedure. All losses suffered by IGNCAs on this account shall be compensated in full by the firm. The decision of Joint Secretary of the IGNCAs in this regard shall be final and binding on the firm.

Other Terms of Reference

1. Preparation of an annual security plan for the IGNCAs premises.

The security requirement of the IGNCAs is unique in itself owing to a number of factors. To begin with, it is situated in New Delhi at a sprawling area of approximately 21 acres, accommodating 6 Buildings at present i.e. the Central Vista Mess Building, the Canteen and Caretaker Office Building, the Matighar, the Media Centre Building, the BPC Building and the Kalanidhi, Kalakosha & Shared Resources Building (popularly known as Building No.5 at 11 Man Singh Road). Besides, most of these buildings serve more than one purpose viz. For locating the offices of different divisions of the IGNCAs, for storage of valuable archival materials, books, manuscripts, microfilm and microfiches various costly equipments etc. At the same time, they are open for public especially during exhibitions, seminars, lectures, cultural programmes, screening of films etc. Programmes are sometimes organized in the different lawns of the IGNCAs.

Apart from this, constructions and renovation works are in progress in the Buildings like the C.V. Mess, the Media Centre (there is a hall in the back of the Building for the screening of the films), the Building at 11, Man Singh Road (The Exhibition Hall and other halls are already in use, while the Guest House Block may become functional in the near future) and the Sutradhara Underground Parking Building (it will be raised up to the ground level). All these factors need to be considered and a SWOT analysis needs to be done before preparing the security plan for the IGNCAs.

2. Points of Entry and Exit in the different buildings of the premises need to be restricted. The firm needs to do a thorough inspection/examination of the existing buildings in the IGNCAs premises and then finalise the point of entry and exit for the staff of the IGNCAs and visitors in each Building, keeping in mind the security concerns.
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3. Operation and maintenance of Reception Counters.

The requirement of Reception Counters to issue visitors passes will be assessed by the firm and on their suggestion, the IGNCAs will provide space and necessary equipments in the different Office Buildings of the IGNCAs namely, the C.V. Mess Buildings, the Media Centre Building, the Kalanidhi, Kalakosha & Shared Resources Building at 11, Man Singh Road. The firm will also post a Receptionist at each counter who will issue the visitor passes only after checking with the officers of the IGNCAs entitled to receive visitors. The concerned Receptionists will also ensure that the passes are returned to them, duly signed and the departure time of the visitor recorded.

Signature of Tenderer (with stamp & date)

4. Checking of Officers and Staff of IGNCAs

All officers and staff (except the Joint Secretary, the Member Secretary, the Trustees and the President) of the IGNCAs have been provided with the Identity Cards. They have been instructed to display their Identity Cards in the IGNCAs premises and also show them to the security. A day wise record of their name, designation, the time of entry into and exit from the office is to be maintained.

5. Checking of Officers and Staff of the Government of India

On the display of the valid Identity Cards issued by the Ministry of Home Affairs, External Affairs, Railways or the Parliament, the Officers and staff of the Government of India will be allowed to enter the premises. A day wise record of their name, designation, purpose of visit, time of entry into and exit into and exit from the office, is to be maintained in their case as well.

6. Checking of bags /brief cases etc.

The brief cases/bags etc. of persons entering/leaving the building are to be checked on suspicion.

7. Regulation of entry of visitors will be made by the Security Staff.

8. Checking of Corridors, toilets etc. shall be the responsibility of the contracting agency.

9. Other duties include:

- (i) Prevention of entry of unauthorized visitors;
 - (ii) Regulation of vehicles and parking
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- (iii) Fire Control and first aid firefighting as required.
- (iv) Regulation pathways around the IGNCA premises (facing Janpath, R.P.Road, Man Singh Road) and Rajpath. It will be the duty of the firm to clear the above pathways from the encroachment of vendors etc.

10. The security person should be able to supervise, manned, control, check the safety devices along with Operation of X-Ray Machine installed/to be installed at the IGNCA premises.

11. Indemnification:

(i) The contractor shall keep the IGNCA indemnified against all claims whatsoever in respect of the manpower deployed by him. In case of an employee deployed by the contractor enters into any dispute of any nature it shall be the primary responsibility of the contractor to contest the same, even on behalf of the IGNCA if IGNCA if made a party. Further the contractor shall ensure that no financial or any other liability comes to IGNCA in this respect of any nature, whatsoever and shall keep IGNCA indemnified in this respect.

(ii) The contract shall further keep IGNCA indemnified against any loss to the IGNCA property and assets. The IGNCA shall have the right to adjust and/or deduct any of the amount as aforesaid from the payments due the contractor under this contract.

(iii) Penalties/Liabilities

(a) The contractor shall be responsible for the faithful compliance of the work award order and the agreement to be signed . Any breach or failure to perform any of the listed items may result in termination of the work award order and the forfeiture of the security deposit.

(b) If the contractor violates any of the terms and conditions of the work order or commits any fault or their services are to the entire satisfaction of the officers authorized by the IGNCA in this behalf a penalty leading to a deduction of upto a maximum of 10% of the total amount of the bill for a particular month may be imposed.

(c) In the event of any unforeseen development/happening not elsewhere specified in the contract, the responsibility for any deviation shall lie with the service provider.

Signature of Tenderer (with stamp & date)

Annexure II**Schedule of Requirement of Manpower**

The following number of staff will be required to be deployed for the security of IGNCA premises:

| Requirement | No. of Personnel required | Duty hours | Payments |
|---|----------------------------------|--|-----------------|
| Security Supervisors (Ex-Servicemen only) Round the Clock | Nine per day | Three supervisors per shift of 8 hours in all 3 shifts per day | |
| Security Guards Round the Clock | 33 per day | Eleven guards per shift of 8 hours in all 3 shifts per day | |

2. Whenever additional requirements of Guards are made, additional payments for the services will be made.

Signature of Tenderer (with stamp & date)

Annexure –III**Technical Bid - contract for security services IGNCA**

| | | |
|-----|---|-----------------------|
| 1 | Name of the Security Agency | |
| 2 | License of Delhi State under Private Security Agencies Regulation Act 2005 for Operating Security Agency(Attach Self attested copy) | |
| 3 | Address of the Registered Office of the Agency(Attach a document i.e Electricity Bill etc.) | |
| 4. | E.Mail ID. | |
| 5. | Year of Commencement agency | |
| 6. | No. of qualified Guards and other personnel on the roll of the Agency | |
| 7. | No. of Security Supervisor(Ex-Servicemen) | |
| 8. | Name & Telephone Number of Contract Person(s) | |
| 9. | PAN NO. of the Company(Attach Self attested copy) | |
| 10. | Service Tax Registration number(Attach Self attested copy) | |
| 11. | EPF NO. of the Company(Attach Self attested copy) | |
| 12. | ESI NO. of the Company(Attach Self attested copy) | |
| 13. | Registration/License No.(with Labour Department)(Attach Self attested copy) | |
| 14. | Details of experience(Attach separate sheet with copies of experience letters issued by previous organizations) | |
| 15. | Details of Earnest Money Deposit (EMD) DD No.....dated.....drawn at Bank..... In favour of...IGNCA attached..... | Rs. 1,00,000/- |
| 16. | Proof of average annual turnover supported by audited balance sheet of last three years or a certificate duly signed by Chartered Accountant. | |

Signature of Tenderer (with stamp & date)

Annexure - IV**FINANCIAL BID****MONTHLY CHARGES FOR ONE SECURITY SUPERVISOR/SECURITY GUARD**

| S.No. | Requirement | Security Supervisor (Amount in Rs.) | Security Guard (Amount in Rs) |
|-----------|---|--|----------------------------------|
| A. (*) | Minimum wages as per Delhi Government Notification for eight hour shift | | |
| B | EPF @ | | |
| C. | ESI @ | | |
| D. | EDLI @ | | |
| E. | Bonus @ | | |
| F. | 1/6 for weekly off. and holidays | | |
| G. | Admn.Charges in terms of % of amount in col.A @.....% | | |
| H | Service charges in terms of % of amount in col.A @.....% | | |
| I. | Total | | |
| J. | Service tax in terms of % of amount in col. I @.....% | | |
| | Grand Total | | |

(*) Rate should be as per the Minimum Wages Act applicable in NCT of Delhi as on 1st April, 2016.

Note: 1 Security services have to be provided round the clock and it will be the responsibility of the firm to given weekly off and leave, if any, admissible to his/her employees by making proper arrangements without disrupting services.

Note: 2 Admn. Charges include winter and summer uniforms and other facilities such as torch, lathis, etc.

Note: 3 Payment of Bonus will be reimbursed to the contractor after submission of proof of making payment

Note: 4 Serial Nos. B, C & D are mandatory and must be provided as per statutory provisions.

Note 5 Making of payments to the statutory authorities as applicable shall be responsibility of the contractor.

Note 6 L1 will be determined on the basis of total of Col. G & H.

All the terms and conditions of the tender are acceptable to the undersigned.

Signature of Tenderer (with stamp & date)
