

No.D-32021/03/2016-Genl.  
Government of India  
Ministry of Corporate Affairs

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5<sup>th</sup> Floor, A-Wing, Shastri Bhawan,  
New Delhi, dated the 17<sup>th</sup> October, 2016.

**TENDER NOTICE**

The Ministry of Corporate Affairs 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 office premises at 7<sup>th</sup> Floor, Mayur Bhawan, Behind Super Bazar, Connaught Place, New Delhi. The details including eligibility criteria, formats, etc. are available at the Ministry's website: [www.mca.gov.in](http://www.mca.gov.in) and Central Public Procurement Portal: [www.eprocure.gov.in](http://www.eprocure.gov.in). Details may also be obtained from the Section officer (Genl.), Ministry of Corporate Affairs, Room No.511, B-Wing, 5<sup>th</sup> Floor, Shastri Bhawan, New Delhi. The Ministry of Corporate Affairs 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 bids is as under:

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**Last date & Time for receipt of bids** 07.11.2016 (Upto 11:30 hrs.)

**Date and time of opening of bids** 07.11.2016 (At 15:30 hrs.)



(Akhilesh Kumar Singh)

Under Secretary to the Govt. of India

**To**

**All Ministries / Departments of Government of India/CCI (MCA).**  
They are requested to give this circular wide publicity amongst all the agencies, if any, already registered with them.

**Copy also to the e-Gov. Cell for up-loading the tender notice on the website of the Ministry.**



No. D-28012/01/2014-Genl.  
Government of India  
Ministry of Corporate Affairs  
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**TENDER NOTICE**

Sealed tenders are invited from experienced and reputed security Agencies for providing service Security Guards to the Ministry of Corporate Affairs for its office premises at 7<sup>th</sup> Floor, Mayur Bhawan, Behind Super Bazar, Connaught Place, New Delhi. As the Ministry is likely to rent some more premises for establishing its offices, services of more Security Guards may be required in future at its other 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 upto three years on year to year basis on satisfactory performance and with mutual consent and also 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 the Ministry.**
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 fulfill 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 the Private Security Agencies (Regulation) Act, 2005 and the Delhi Private Security Agencies (Regulation) Rules, 2009 and fulfill 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 Sales Tax/Service Tax registration. Proof in this regard may be attached with the bid.
  - d. It should not have been blacklisted by any Government organization.
  - e. It should be willing to take up the contract on the terms and conditions mentioned at **Annexure-I.**

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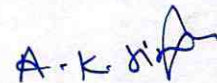
6. An earnest money deposit Rs. 10,000/- (Rupees Ten thousand only) in the form of demand draft drawn in favour of the Pay & Accounts Officer, Ministry of Corporate Affairs may be submitted along with the bid, failing which the bid shall not be considered valid.

7. The tenders should be submitted in sealed cover superscribed "Bid for Security services" and should contain the following: -

- i) The proforma at **Annexure-II** duly filled in.
- ii) The proforma at **Annexure-III** duly filled in
- iii) Agency profile including previous experience of manpower supply to Government Departments etc.
- iv) Acceptance of terms and conditions at **Annexure-I**.
- v) Demand Draft for earnest Money Deposit.
- vi) All other required documents.

8. The sealed cover should be addressed to the Under Secretary (Gen.) and sent by registered post or may be delivered in person in Room No. 529 5<sup>th</sup> Floor, A-Wing, Shastri Bhawan, New Delhi as to reach **latest by 11:30 AM on 07.11.2016.**

9. The bids will be opened by the tender Opening Committee at 3:30 P.M. on 07-11-2016 in the presence of the participating bidders, who may like to be present.



(Akhilesh Kumar Singh)

Under Secretary to the Govt. of India





ANNEXURE-I

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 employee of the service provider and it shall be the duty of the service provider to pay their salary every month. There is no master & Servant relationship between the employees of the service provider and not the Ministry of Corporate Affairs and further that the said person of the service provider shall not claim any absorption.
4. The service provider's person shall not claim any benefit/compensation/absorption/regularization of services from/in this Ministry under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to this Ministry.
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 all are confidential/secret in nature.
6. The service provider's personnel working should be polite, positive and efficient, while handling the assigned work and their actions shall promote goodwill and enhance the image of this Ministry. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
7. That the persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of the Ministry.
8. The Ministry may require the service provider to dismiss or remove from the site of work, any person or persons employed by the service provider,





who may be incompetent or for his/her/their 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 Ministry because of security risk, incompetence, conflict of interest and breach 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, paan, smoking, loitering without work.
11. The transportation food, medical and other statutory requirements in respect of each personnel of the service provider shall be 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.
13. The service provider will submit the bill in triplicate 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 laws in force.
14. Payments to the service provider would be strictly on certification by the officer in-charge of the Office Premises where he is deployed that his/her service were satisfactory and attendance as per the bill preferred by the service provider.
15. No wage/remuneration will be paid to any staff for the days of absence from duty.
16. The service provider shall provide a substitute well in advance if there is any probability of the person 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.

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17. The service provider shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger from the Ministry to the service provider shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the Ministry in fulfillment of the contract from time to time.
18. The Ministry shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, 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 equipments 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 Ministry suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency then the agency shall be liable to reimburse to the Ministry for the same. The agency shall keep The Ministry fully indemnified against any such loss or damage.
20. The successful bidder shall furnish a security deposit an amount equivalent to 10% of the total contract value as **Performance Security** in the form of Fixed Deposit Receipt hypothecated in favour of the Pay & Accounts Officer, Ministry of Corporate Affairs, New Delhi from a commercial Bank. Bank Guarantee from a commercial bank in an acceptable form safeguarding the interest of the Ministry 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 this Ministry 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 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 Ministry. The contract/agreement is extendable by one more year subject to satisfactory performance of the agency and such amendments as mutually agreed do.

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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 Ministry of Corporate Affairs.
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. **As the Ministry is likely to rent some more premises for establishing its offices, the selected agency will be required to provide services of more Security Guards at its other premises also on same rates, terms and conditions.**
25. In the event, if any dispute arises touching any of the clauses of the agreement, the matter will be referred to the Joint Secretary (Adm.) Ministry of Corporate Affairs, whose decision shall be binding on both the parties.

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**ANNEXURE – II**

<b>S. No.</b>	<b>Particular</b>	<b>To be filled in by the tender</b>
1.	Name of the Agency	
2.	Details of EMD	
	(i) Amount	
	(ii) Draft No.	
	(iii) Date	
	(iv) Issuing Bank	
3.	Date of establishment of the agency	
4.	Detailed office address of the Agency with Office 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. Departments	

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	(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 SIGNATARY**

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**ANNEXURE – III**

**PROFORMA FOR FINANCIAL BID**

Monthly Rate of Agency / Administrative Charges (in % of Minimum Wages)	Service Tax	Estimated Monthly expenditure to be incurred by the Agency for providing 03 Security Guards

**NOTE:**

- 1. The Ministry will pay wages as per the Minimum Wages fixed by the Govt. of NCT of Delhi from time to time and also other statutory dues.**
- 2. The Agency is required to quote only rate for Agency / Administrative charge in % to minimum wages which it shall charge from the Ministry for providing its administrative services.**
- 3. Quotation with rate quoted in a form other than % shall not be considered.**
- 4. A deduction of 2% shall be made from the monthly bills towards TDS**

**AUTHORISED SIGNATARY**

