

#### कर्मचारी भविष्य निधि संगठन EMPLOYEES PROVIDENT FUND ORGANISATION

(अम एवं रोजगार मंजलय , भारत सरकार) (Ministry of Labour & Employment, Government of India) Regional Office / क्षेत्रीय कार्यालय,

संख्या 101, 100 फीट रोड, चोलन नगर, ओलनडाई कीरापालयम, No 101, 100 Feet Road, Chican Nagar, Olandai Keerapalayam, Tel/दूरमाण 0413 – 2353055, Faxफीरमा: 0413 -2353056, Puducherry / पुरुषेरी - 605 004.

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No.TN/RO/PDY/F&G/SPC/2019

Date: 12.09.2019

## निविदा के लिए नोटिस NOTICE INVITING TENDER

कर्मचारी भविष्य निधि संगठन क्षेत्रीय कार्यालय पुदुचेरी द्वारा अनुबंध/आउटसोसिंग के आधार पर वाच और वार्ड स्टाफ (सुरक्षा सेवाएं) प्रदान करने हेतु एक वर्ष की अवधि के लिएं वैध लाइसेंस प्राप्त (अनुबंध श्रम नियमन एवं जन्मूलन अधिनियम, 1970 के अधिन लाइसेन्स) प्रतिष्ठित अनुभवि और पंजीकृत एजेंसियां / फार्म / कंपनियां / संस्थानों से मुहरबंद लिफाफे में निविदा आमंत्रित किया जाता है। नियम और शतों के साथ निविदा प्रपत्र जानकारी के लिए संलग्न हैं। कर्मचारी मविष्य निधि संगठन के जीईएम पोर्टल पर निविदा संख्या GEM/2019/B/343409 एवं इ-प्रोक्योरमेंट पोर्टल (https://epfo.euniwizarde.com/liveTenderSummary/livePublishedTenderSummary/IzblcKvyNRMI879d9WXdGQ) के तहत जमा की गई निविदाएं ही स्वीकृत की जाएंगी। दिनांक 20.09.2019 को 10.00 बजे पूर्वोहन तक निविदा प्रस्तुत किया जा सकता है।

tender from reputed experienced and registered Agencies/Firms/Companies/Institutions having valid license (under Contract Labour Regulation & Abolition Act, 1970) for providing Watch and Ward Staff (Security Services) on contract/outsourcing basis for a period of one year. The Tender forms along with the terms and conditions, are enclosed herewith for information. Bids submitted on GeM Portal (Bid No. GEM/2019/B/343409) and e-Procurement portal (https://epfo.euniwizarde.com/liveTenderSummary/livePublishedTenderSummary/IzblcKvyNRMI879 d9WxdGQ) and will only be accepted. The last date for receipt of Tender is 20.09.2019 by 10.00 AM.

(देवराज / DE MAGA)) क्षेत्रीय मविष्य निधि आयुक्त-II / प्रमारी अधिकारी Regional P F Commissioner-II / OIC



## कर्मचारी भविष्य निधि संगठन EMPLOYEES' PROVIDENT FUND ORGANISATION

(अस एव रोजमार मंत्रालय , मारत सरकार) (Ministry of Labour & Employment, Government of India) Regional Office / सेप्रीय कार्यालय.

संख्या 101, 100 फीट रोड, मीलम नगर, ओलनडाई कीशपालयम, No 101, 100 Feet Road, Cholan Nagar Olandai Keerapalayam, Tel/(1915, 0413 - 2353055, Fait/fire: 0413 -2353056, Puducherry / पुरुषेश - 605 004



No.TN/RO/PDY/F&G/SPC/2019

Date: 09.09.2019

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## TENDER NOTICE

Sub.: Inviting Sealed Quotations for hiring of Security Services to Employees' Provident Fund Organisation, Regional Office, Puducherry - Regarding.

The Regional Provident Fund Commissioner-II/Officer-in-Charge, Regional Office, Puducherry invites Sealed Quotations for deployment of Security Guard on contract basis for a period of one year from the date of signing the Agreement. The interested and eligible agencies may submit their quotations / tenders in a sealed envelope super-scribed as "Quotation for Contract of Security Services". The last date for submission of the tender is 10.00 AM of 20.09.2019.

The tenders will be opened at 11.00 AM on 20.09.2019 in the Regional Office, Puducherry. The successful bidder should be able to provide the man power w.e.f. 01.10.2019. One representative of each bidder will be permitted to be present if they so desire at the time of opening the tenders.

## Tender Details:

## 1. AGREEMENT OVERVIEW

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the buyer and Security Services provider. The purpose of this agreement is to facilitate implementation of Security Measures at the buyer's premises. The service provider would provide the required equipment and personnel for the mentioned shifts as per the requirements of the buyer. This Agreement outlines the scope of work, Stakeholder's obligation and general terms and conditions of all services covered as they are mutually understood by the

stakeholders. The Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

#### 2. OBJECTIVE AND GOALS

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of service to buyer by service provider.

The goals of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities
- Present a clear, concise and measurable description of service provision to the customer
- Establish Terms and Conditions for all the involved stakeholders
- To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

The agreement can also be modified on the mutual agreement of all the involved stakeholders

Thus, the agreement will act as a reference document that both the parties have understood the aforementioned terms and conditions and have agreed to comply with the same.

#### 3. STAKEHOLDERS

The four main stakeholders associated with this SLA are:

- 1. Service Provider(s)
- 2. Buyer
- Paying Authority

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA.

#### 4. SERVICE AGREEMENT

## 4.1. Service Scope

Roles Desired Qualification		Responsibilities		
Security Guard without Gun	<ul> <li>Should have knowledge of Security related matters, industrial safety and allied functions</li> <li>Minimum 12th pass with preferably some experience / 10th pass with 01 years' experience.</li> <li>Medically fit, Good physique and personality is a prerequisite.</li> </ul>	round the		

- To provide security services for the protection of life and property against theft, pilferage, fire etc., safety to manpower, guiding visitors to the concerned officials/occupants, regulating entry of unwanted visitors/salesmen and maintenance of visitor's register.
- To prevent entry of stray animals like cow, dogs etc. round the clock patrolling of the site(s).
- Checking of gate passes and allowing the exit of material accordingly to regulate the entry and exit of vehicles.
- Control the access of persons/vehicles into and out of the complex.
- 5. Responsible for frisking and checking of visitors during and after office hours.
- The agency shall maintain records of inwards and outwards movement of men materials and vehicles, etc. with proper check as per instructions given from time to time by competent authority.
- 7. Ensuring the complete safety and security of man and materials.
- 8. Parking and traffic management within the premises.
- Effective involvement during the crisis management like fire accidents and bomb threats and during periodical drills.
- Visitor's management in common, and during other special occasions.
- 11. Having effective control on movement of materials in / out.
- 12. Physical guarding of entry / exit points.
- Screening / directing of visitors.
- 14. Patrolling and guarding various common areas & surroundings to ensure adequate safety and security.
- Assisting the occupants during the Emergency Evacuation of the building.

- 16. Complete Disaster Management in case of Emergencies/ Disasters
- 17. Providing of Adequate Security as per the Requirement.
- Ensuring and Monitoring the Operational condition of Boom Barriers & Access Control System.
- 19. Liaison with appropriate agencies in case of emergencies/Disaster & well equipped with their update contact numbers.
- 20. Lodging of complaints/FIRs in case of emergency/disaster under intimation.

#### 4.2.Terms And Conditions

## 4.2.1 Buyer's Obligations

1. The Buyer Department will give basic training/familiarization of the Security and door keeping services required to be done by the personnel to be deployed by the Service Provider under the contract for 2 to 3 days and this period will not be counted as shift manned by Service Provider's personnel for the purpose of payment under the contract.

## 4.2.2. Service Provider Obligations

- The Service Provider shall not transfer or assign or sublet any part of the service once agreed or any share or interest here in any manner or degree directly or indirectly to any person, firm or corporation whatsoever.
- The Service Provider will provide a log book register for making entries by the security personnel of their presence at duty site.
- The Service Provider shall provide at his own cost (i) proper clean uniform and badges and (ii) photo identity cards as per laid down rules for Private Security Agencies.
- 4. The Service Provider shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- The Service Provider shall bear all the expenses incurred on the following items
  i.e. Provision of torches and cells, lathis/batons and other equipment to security
  staff, stationery for writing duty charts and registers at security check points and
  records keeping as per requirements.

## 4.2.3. Special Terms And Conditions

- The antecedents of Security Staff deployed shall be verified by the Service
  Provider from local police authority and an undertaking in this regard to be
  submitted to the department and department shall ensure that the Service
  Provider complies with the provisions.
- The Service Provider will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the Buyer Department. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown.
- 3. Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Service Provider deployed, the supervisory staff will move in their areas of responsibility.
- All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Buyer Department.
- 5. The Security Staff shall not accept any gratification or reward in any form.
- 6. The Service Provider shall have his own Establishment/set up/mechanism/Training institute to provide training aids or should have tied up with a training institute, with 2-3 Ex-Servicemen/Ex-Para Military Forces/Ex-Police for training purpose at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- Under the terms of their employment agreement with the Service Provider the Security Staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Service Provider.
- 8. The Service Provider shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Department may issue from time to time and which have been mutually agreed upon between the two parties.
- The Service Provider shall be responsible to maintain all property and equipment of the Buyer Department entrusted to it.

- 10. The Service Provider will not be held responsible for the damages/sabotage caused to the property of the Buyer Department due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.
- 11. The Service Provider will deploy supervisors as per the need given by the Buyer Department. The supervisor shall be required to work as per the instructions of Buyer Department.
- 12. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Buyer Staff and should project an image of utmost discipline. The Department shall have right to have any person moved in case of its staff complaints or as decided by representative of the Buyer Department if the person is not performing the job satisfactorily or otherwise. The Service Provider shall have to arrange the suitable replacement in all such cases.
- 13. The personnel will have to report to the Buyer Department's security office at least 30 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the Buyer Department.
- 14. The Service Provider shall deploy his personnel only after obtaining the Buyer Department approval upon duly submitting curriculum vitae (CV) and police verification details of personnel,
- 15. Buyer shall be informed at least one week in advance and Service Provider shall be required to obtain the Department's approval for all such changes along with their CVs.
- 16. Security staff engaged by the Service Provider shall not take part in any staff union and association activities.
- 17. Other parameters of the uniform shall conform to the specifications in the PSARA 2005.
- 18. Training as per PSARA 2005 before deployment.
- 19. The Security Agency should get medical check-up of its deployed staff at the time of their induction to ensure their fitness for the job assigned and annual medical check-ups as prescribed under PSARA. A record of the same shall be maintained in the personal file of the security personnel.
- 20. Physical standards for Security Guards should be as per the PSARA 2005

## 4.2.4.Payment

- The payment to the Service Provider will be made on monthly or quarterly basis, depending upon the actual duration of the services rendered as per order.
- 2. Any violation of contractual obligations by the Service Provider/employee shall attract penalties as mentioned against each obligation. Before imposing a penalty, the user department will provide 3 days' prior notice to the Service Provider to make its representation. The Service Provider confirms and agrees that penalty whenever becomes payable, the same shall be deducted by the user department from the payments due to the Service Provider.
- All applicable taxes and duties except service tax, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same. The Service Provider shall pay the GST and the price quoted is inclusive.
- 4. The Service Provider shall ensure payment regularly for the deployed manpower to their entitlements like monthly salaries/wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages and payment of GST of previous month.
- 5. In case the submission of monthly bills is delayed by the Service Provider beyond 15 days from the last day of the month in which the services have been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective Service Provider.
- Escalation towards payment of salaries / wages of the employees shall not be accepted on any ground during the contract period.
- 7. The Breakup of the components to be provided to the Buyer Department. The Buyer Department will provide Minimum Wage as per the Notification applicable in their area for the category of Resource they want to procure.
- 8. The Total Price includes Minimum Wage, ESI, EPF, Service Charge and GST on the mentioned components. Service Provider will thus quote over and above the following components as a Service Charge or Special Allowance if any: Minimum Wage + ESI + EPF + Service Charges + GST (on the Minimum Wage, ESI and EPF component), where the Minimum Wage is provided by the Buyer Department and the rest is added by the platform. The Buyer may refer to the latest notification from the Labour Department in this regard.

- In case of any changes in the minimum wages as per the Applicable Laws during the Contract period, Buyer shall pay the Service Provider the difference in wage from the amount mentioned in the Contract on pro rata basis.
- 10. The buyer may calculate their requirement of resources based on 8 hours per shift, Example: For hiring security personnel for a month (30 Service Days) to offer the services for 24 hours on a 3 shift basis, the required number of resources would be 90 personnel for the month.

#### 4.2.5.Penalties And Termination

- The Service Provider shall be responsible for faithful compliance of the terms and conditions of this agreement.
- In the event of any breach of the agreement, the same may be terminated and further work may be got done from another Service Provider at the risk and cost of the Service Provider.

S No	Service Level Agreement	Base Line Performance	Penalties for breach			
			1 Instance	2 Instance	3 Instance	
1	Delay deployment of security personnel as per schedule decided between buyer and the service provider	On time	1% of billed amount for respective month	1.5% of billed amount for respective month	2% of billed amount per instance thereon	
2	Public complaint attributable to misconduct/ misbehavior of security personnel is received	Zero	Replacement of security personnel	1.5% of billed amount for respective month	2% of billed amount per instance thereon	
3	Security Personnel Not found displaying photo ID / or not in proper uniform	Zero	1% of billed amount for respective month	1.5% of billed amount for respective month	2% of billed amount per instance thereon	

4	Security Personnel indulging in drinking / sleeping	Zero instances	NA	1% of billed amount for respective month	1.5% of billed amount per instance thereon
5	Deployment of unarmed security guard when otherwise stated in contract	Zero instances	1% of billed amount for respective month	1.5% of billed amount for respective month	2% of billed amount per instance thereon
6	Cumulative Penalty	Cumulative P	enalty shall be cappe	d at 10% of the	total contract

A.1. Appendix: Eligibility Criterion for Service Provider

SR No.	Criteria	Basics for evaluation	Supporting Documents Required
1	ISO Certificate	ISO 9001:2008 Certificate	Copy of valid ISO 9001:2008 certificate to be provided by the Service Provider.
2	Service Provider should have PSARA certification.	Valid certificate for each Location where the Service Provider is providing the Service.	Certificate with validity dates for the Service.

- All quotations shall be accompanied by an Earnest Money Deposit (EMD) of Rs.5,000/- and application fee of Rs.1,000/- (non-refundable) by Demand Draft in favour of the Regional Provident Fund Commissioner, Puducherry. The EMD will be refunded to the unsuccessful bidders. The EMD of the successful bidder will be returned only after furnishing of the Performance Guarantee. Tenders without the above shall be rejected.
- For downloading format of tender, general terms and conditions and format of agreement, interested parties may visit website http://www.epfindia.gov.in/ or the said documents may also be collected from the EPFO, Regional Office, Puducherry personally during 10.00 AM to 05.00 PM on any working day.

- If any details furnished during the tender process or afterwards are found false at any time in future, such tenders shall not be considered and if successful, the contract shall be cancelled forthwith without any notice.
- The successful bidders shall also provide an affidavit indemnifying the EPFO, RO Puducherry and its official against any loss caused due to this transaction.

Regional P F Commissioner II 70fC

## QUALIFYING BID DOCUMENT

1.	Name of the Registered firm/Company	
2.	Address of the Company: (With tel.no/fax no/Email)	
3.	Name & address of the Partners/Directors With tel.no/fax no./mob.no/email	
4.	Contact person(s) with telephone number and mobile number	
5.	Number of years of experience(*) in providing Security services with any Government/PSU organisations	
6.	List of major Clientele(*) provide copy of the work order	
7.	PAN/GIR number(*)	
8.	GST Registration no.(*)	
9.	Bank account details(*)	
10.	Details of Registration with EPF(*) (attach photocopy)	
11.	Details of Registration with ESI(*) (attach photocopy)	
12.	Registration with appropriate authority for providing Security Services (attach photo copy)	
13.	Registration under Shops & Estt. Act (attach photo copy)	
14.	Annual turnover for last 3 financial years (attach a copy of audited balance sheet for last three years)	
15.	Income tax returns for the past three years	
16.	Affidavit in the prescribed format to the effect that the agency has not been blacklisted by Central/State Government (attach copy)	

17.	Details of Earnest Money Deposit(EMD) DD no/Date/Drawn on bank	
18.	Any other relevant information	

## DECLARATION

I hereby certify that the information furnished above is full and correct to the best of my/ our knowledge. I understand that in case any deviation is found in the above statement at any stage, the company will be blacklisted and will not have any dealing with the Department in future.

(Signature of Authorized Signatory with seal)

<sup>\*</sup> Details in respect of government and non-government organizations may be provided in separate annexures accompanying this qualifying bid.

## FINANCIAL BID

For engagement of Security Services Watch and Ward (without arms) in EPFO, Regional Office, Puducherry

1. Name	of the Firm/Company:	
2. With re	eference to the order of Go	overnment of India, Ministry of Labour
and Emp	loyment, dated 03.04.201	8 of Chief Labour Commissioner (C),
New Delh	ni, the rate for the works gi	ven tender document is given below:
SI. No.	Items	Security Staff
SI. No.	Items	Security Staff

SI. No.	Items	Security Staff
1.	Wages payable	
2.	VDA admissible	
3.	Total Wages	
4.	Service charges on the total wages (to be quoted by the bidder)	
5.	EPF contribution (to be restricted to the wage of Rs.15,000/-) (13% of the PF wages)	
6.	ESI contribution (to be restricted to the wage of Rs.21,000/-) (4.75% of the ESI wages)	
7.	Sub Total (3 to 6)	
8.	GST on (7) payable by this Office	
9.	Total Payment	

Note: Quoting Sl. No. 4 is essential based on which L1 will be evaluated. As per the office of the Chief Labour Commissioner, New Delhi order dated 27.03.2019, the rates prescribed in Sl. No. 1 & 2. The rates in Sl. No. 2, 5 to 6 applicable from time to time, will be paid.

Signature	of the	Authorised	Signatory	with	Seal
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Date:

# FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/NON-DEBARMENT, BY ORGANISATION

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The Assistant Provident Fund Commissioner Employees' Provident Fund Organisation, No.101, 100 Feet Road, Cholan Nagar, Mudaliarpet, Puducherry – 605 004.

Sir.

I/We hereby confirm and declare that I / we, M/s
is / are not blacklisted / De-registered/
debarred by any Government Department / Public Sector Undertaking /
Private Sector / or any other agency for which we have executed /
undertaken the works / Services during the last 5 years.

In the event of any such information pertaining to the aforesaid matter found at any given point of time either during the course of the contract or at the bidding stage, my / our bid / contract shall be liable for truncation/cancellation/termination without any notice at the sole discretion of the purchaser.

Yours	faithful	ly
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Place: Date:

(AUTHORISED SIGNATORY WITH SEAL)