



F.NO.NAI(P)I-1/2019/Admn.
Government of India
National Archives of India
Record Centre, Jeevanandapuram
Lawspet, Puducherry 605 008.
Phone Number : 0413-2253104
Tele Fax Number: 0413-2256104
Email: rc.pdy-archives@gov.in

Dated: 22 March 2019

To

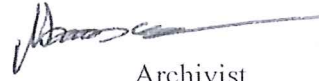
**Sub: NAI(RC), Puducherry – Engagement of Private Security Agency –
Quotations called for–for a period of one year 2019-2020-Reg.**

Sir,

It is proposed to engage the **6 Security Guards** for round the clock(Two Guard per shift x 3 shifts) and **1 Security Supervisor**(9.30 am to 5.30pm) from the private Security Service on contract basis for watch and ward duty of this office for a period of one year i.e. 2019-2020. The Tender document is enclosed herewith which may be returned along with the quotation on or before the date prescribed in the Tender Document.



Yours faithfully,


Archivist
Government of India.

राष्ट्रीय अभिलेखागार
अभिलेख केन्द्र,
पुदुचेरी
NATIONAL ARCHIVES OF INDIA
RECORD CENTRE
PUDUCHERRY



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TENDER DOCUMENT FOR SECURITY SERVICES

1. Sealed tenders are invited for providing Security Services in the National Archives of India, Record Centre, Puducherry for a period of one year as per details given below.

- | | |
|--|--------|
| a). Security Guards (round the clock)
(2 guards per shift for 3 shifts) | 6 Nos. |
| b). Security Supervisor (Day shift)
(9.30 pm to 5.30 pm) | 1 No |

2. Estimated Value of the tender:- Rs. 20 lakhs

3. EMD:- The tenderer should furnish necessary EMD Deposit (By means of Demand Draft drawn in favor of the **Pay and Accounts Officer, Ministry of Culture, New Delhi**) @ 3% of the estimated value of tender. The tender will not be accepted if not accompanied by the EMD.

4. Terms & Condition:-

- i. The Bidder should have a minimum annual average turnover of Rs. 50,00,000/- during the past three financial years.
- ii. The Bidder should furnish along with quotation, a certificate regarding their turnover during last three Financial Years under the sign and seal of a Chartered Accountant (CA).
- iii. Bidders should have minimum 5 years of experience in providing security services to various organizations out of which he should have at least 2 years of experience in providing security services to PSUs/ Government Departments.
- iv. The Bidder should provide a certificate giving proof of availability of a minimum of 50 security guards on their pay rolls.
- v. The service provider will have to pay salary to security guards/ supervisors in their Bank Accounts through ECS and a proof thereof would have to be furnished by the vendor with his current month's bill along with the proof for payment of EPF and ESI.
- vi. If a Bidder quotes 'NIL' charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- vii. The bids/rates quoted should be valid for a period of 60 days from opening of bids.
- viii. EPF/ESI Registration Certificate of the bidders must be furnished along with quotations.

- ix. The selected vendor would have to furnish preceding month's challans of EPF and ESI with current month's bill.
- x. The agency should have a licence under Private Securities Agencies Regulation Act, 2005 and all bidders must enclose a copy of the license along with their bids.
- xi. The rates quoted by a bidder must not be below minimum wages.
- xii. Bidder should sign each and every page of the tender document and furnish it with his quotations.
- xiii. Bidder should enclose with his bid performance certificates of the organizations whom he has provided security services during the last 05 years.
- xiv. The personnel deployed by the vendor should not engage in trade union activities in the office.
- xv. The personnel deployed by the vendor shall not be treated as Government employee & no claim of that nature would be entertained by the Department.

5. Tender should be delivered in a sealed cover super scribed as "**Tender for Providing Security Services**" at the following address on or before 26th April 2019 till 3.00 pm and the same will be opened at 5.00 P.M on the same day in this office (Venue: ADA chamber, National Archives of India, Record Centre, Jeevandapuram, Lawspet Post, Puducherry-8) in the presence of the bidders or their representatives who may like to be present during opening of the bids.

The Archivist

National Archives of India, Record Centre
Jeevanandapuram
Lawspet Post
Puducherry-605008

7. Tenders received late/incomplete, and those not in conformity with the prescribed terms and conditions will not be entertained.

8. The Director General of Archives is not bound to accept the lowest quotation. The successful tender will enter into one year agreement with Office for providing the services. It may be extended for a further period up to two years upon mutually agreed terms and conditions subject to the satisfactory service and discretion of the competent authority.

- i. The Director General of archives reserves the right to reject any or all tenders without assigning reason.
- ii. The successful bidder shall enter into a contract/ agreement with the Department.
- iii. **The personal provided by the agency should have good knowledge of Tamil for conversation as well for reporting purpose.**

9. Performance Security Deposit:

The selected vendor shall on or before execution of the agreement/ contract, Pay10% of the annual value of the contract as performance security deposit in the form of Bank Guarantee of a scheduled bank drawn in favour of "**The Pay and Accounts Officer, Ministry of Culture, New Delhi**". The Bank guarantee should be valid for at least 90 days beyond contract period. **No interest shall be paid by the NAI on the EMD and performance Security Deposit.**

10. Cancellation of Contract:

The Director General of Archives reserves the right to cancel the contract if it is found interalia that-

- i. the tenderer has committed commits breach of any of the terms and conditions of the tender/contract
- ii. The tenderer goes into liquidation voluntarily or otherwise.

11. Duties to be attended to-

All security personnel should possess educational qualification, physical standards and other eligibilities as per Private Security Agency Regulation Act, 2005. They will be required to perform following duties:-

- i. Screening of visitors& maintenance of Visitors Register
- ii. Regulating parking of two/four wheelers
- iii. Checking of vehicles and maintenance of Vehicle Movement Register
- iv. Maintenance of Security Register
- v. Capability of handling fire-fighting equipments
- vi. Security service areas should be kept neat and clean
- vii. The duty hours for the shifts for security guard shall be as follows unless otherwise

stated:-

- a. Morning shift 06.00 a.m to 02.00 p.m
- b. Evening shift 2.00 p.m to 10.00 p.m
- c. Night shift 10.00 p.m to 06.00 a.m
- d. Day shift 09.30 am to 05.30 p.m

12. Dispute Resolution:

- i. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Director General, National Archives of India.
- ii. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act, 1996 as amended from time to time.
- iii. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/ service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract.
- iv. Arbitration proceedings will be held at **Puducherry** only.

13. Force Majeure:

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is

prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

14. Jurisdiction of Court:

The courts at **Puducherry** shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

15. The contractor shall deploy only such Security personnel whose character and antecedents have been verified by the Police.
16. The contractor shall ensure that Security personnel have been given identity cards. The ESI and EPF no. may also be included in the ID-cards. They shall display their ID-card while performing duty.
17. The contractor shall submit the ESI and EPF number of deployed Security personnel attested by authorized signatory of the firm, name of the Bank with account number, MCCR, IFSC Code, Branch address etc. within one month of deployment.
18. The NAI , Records Centre, Puducherry, shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change its staff with prior intimation to the NAI .
19. The NAI shall have no liability financial or otherwise, for any harm/ damage/ injury caused to the manpower or machinery deployed by the firm in the course of performing work of this Department. Neither the firm nor his Security personnel shall have any claim on this Department for compensation or financial assistance on this account. Undertakings from the firm and from the persons to this effect shall be required to be submitted to this deptt.
20. The contractor shall at his own cost, if required, take necessary insurance coverage in respect of his staff and other personnel for service to be rendered and in no case the NAI would compensate for the losses and damages of material/ manpower.
21. If any staff of the contractor is found absent from his duty or found to be neglecting the duty assigned or showing improper demeanor or found indulging in misbehavior or shows unruly improper conduct or found consuming alcoholic drinks, paan, smoking, loitering without work or is found not in proper uniform, then necessary recovery of the wages for the said person shall be made at double the rate. In that event he shall not be treated on duty on that date.

22. Obligations of the Contractor

- i. The Contractor shall completely indemnify and hold harmless the NAI and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the Security services to the NAI .
- ii. The Contractor shall not Sub-Contract or Sub-let, transfer or assigns the contract or any other part thereof. In the event of the contractor contravening this condition, NAI shall be entitled to place the contract elsewhere on the contractor's risk and cost and the contractor shall be liable for any loss or damage, which the NAI may sustain in consequence or arising out of such replacing of the contract.

- iii. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/unfair activities or causes any damage to the property, etc. during performance of his/her duty. It shall indemnify NAI in all respects under this contract. All liabilities arising out of such incident shall be borne by the contractor.
- iv. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns timely and shall keep the NAI fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
- v. The contractor shall comply the provisions of Private Security Agency Regulation Act, 2005; Payment of Gratuity Act, 1972; Payment of Wages Act, 1986; Fatal Accidental Act, 1955; Minimum Wages Act, 1948; Employees Provident Fund & Employees Provision Act, 1952; ESI Act, 1948; Employers Liability Act, 1961; and Contract Labour (Regulation & Abolition Act), 1970 or any modifications thereof or any other Laws relating thereto and rules made there under from time to time. The firm will submit copy of licence etc in respect of these as applicable to this contract. NAI will not own any responsibility in this regard.
- vi. If the contractor is a partnership of two or more persons, all such persons shall be jointly and severally liable to the NAI for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as authorized representative/ authorized signatory. The partnership shall not be altered without the approval of the NAI.
- vii. The contractor shall ensure that its personnel shall not at any time, without the consent of the NAI in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the NAI and shall not disclose any information about the affairs of NAI. This clause does not apply to the information in public domain.
- viii. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over, whenever required by the NAI .
- ix. The service providing agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. NAI shall, in no way, be responsible for settlement of such issues whatsoever.
- x. In case of non-performance/ inadequate performance, the NAI reserves the right to get the work done from other sources at the risk & cost of the agency.
- xi. The service provider shall engage necessary number of Security personnel as required by this department from time to time. The said persons engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary every month. There is no Master and Servant or Employer and Employees relationship between the employees of the service provider and this department and further the said persons of the service provider shall not be entitled to claim any employment, engagement or absorption against the vacancies in any post in the NAI, in future.

- xii. The service provider's persons shall not claim any benefit/ compensation/ absorption/ regularization of service from/ in this Department under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or any other law. Undertakings from the persons to this effect shall be required to be submitted by the service provider to this department.
- xiii. Without limiting any of his other obligations or liabilities, the Contractor shall, at his own expense, take out workmen's compensation insurance as required by law and undertaken to indemnify and keep indemnified the NAI from and against all manner of claims and demands and losses and damages and cost (including between attorney and clients) charges and expenses that may arise in regard to the same or that the Department may suffer or incur with respect to and/or incidental to the same.
- xiv. This being a service contract, all men, all material and machinery will be arranged and deployed by the contractor at the rate quoted in the financial bid.
- xv. The service provider will submit the bill, in triplicate, in respect of a particular month in the first week of the following 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.
- xvi. If as a result of post – payment – audit, any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered from the contractor.
- xvii. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel deployed. Employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. The contractor shall submit the particulars of the employees deployed. In any eventuality, if the contractor fails to remit employee/ employer's contribution towards PF subscription etc. within the stipulated time, NAI shall be entitled to recover the equal amount from any money due or accrued to the Contractor under this agreement, with an advice to RPFC, duly furnishing particulars of personnel deployed.
- xviii. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim thereof is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the NAI may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sum so paid shall be recovered from the contractor.
- xix. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the NAI, such money shall be deemed to be payable by the contractor within seven days. The NAI shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.

ANNEXURE: I

DETAILS OF SECURITY SERVICES COMPLETED

(This should be printed on the letter-head of the agency)

Sr. No.	Description of Work	Postal Address of Client with Contact Numbers	Contract Value (in Rs.)	Starting Date	Completion Date
1					
2					
3					
4					
5					
6					
7					
8					

Dated:

(Stamp & Signature of Bidder)

ANNEXURE: II

**NATIONAL ARCHIVES OF INDIA ,
Records Centre, Puducherry**

FORMAT OF TECHNO-COMMERCIAL BID
Tender for providing Security Services at
**NATIONAL ARCHIVES OF INDIA,
Puducherry**

Affix duly attested
Passport size recent
Photograph of the
Authorized person

1. Name of the Bidding Firm _____
2. Constitution of the Bidding Firm (i.e. whether proprietorship, partnership or a company under the Indian Companies Act 1956 or trust or society)

3. Address of the Bidding Firm
 - i. Head Quarter _____
 - ii. Puducherry Office _____
4. E-mail address of the bidding firm & authorized signatory for correspondence

5. Details of person authorized to bid
 - i. Name & Designation _____
 - ii. Address _____
 - iii. Telephone No. _____
 - iv. Mobile No. _____
 - v. Power of attorney for authorization (to be enclosed with this form)
6. GST Registration No
 - i. Date of issuance _____
 - ii. Date up to which valid _____
7. PAN card Number of Bidding Firm: _____
 - i. Date of issuance _____
8. Provident Fund Registration No.
 - i. Date of issuance _____
 - ii. Date up to which valid _____
9. ESI Number _____
 - i. (i) Date of issuance _____

- ii. (ii) Date up to which valid _____
10. Valid Labour License No. _____ Dated _____ for number of employees _____
11. Registration No. & date/year of Certificate of Incorporation of Registration under Indian Companies Act (if applicable) _____
12. Private Security Agency Regulation Act, 2005- Registration No.
 iii. Date of issuance _____
 iv. Date up to which valid _____

13. Details of EMD:

- (a) Amount: Rs _____
- (b) DD/ FDR/ BG. No. _____ Date _____
- (c) Name of issuing bank & Branch _____

14. Annual Turnover of last three financial years (Please attach CA's certificate with registration number of the CA and rubber seal of the CA)

i.	Year : Rs
ii.	Year : Rs
iii.	Year : Rs.....
iv.	Total turnover of last three financial years (i.e. sum of (i)+(ii)+(iii)) :
v.	Average annual turnover for last three financial years:..... (i.e. total turnover divided by 3)

15. Documentary Proof in support of execution of Security services along with the **Annexure-I** duly filled up _____

16. Number of Security personnel on roll as on bid submission date: _____

(Note:- Documentary Proof in support of Security personnel on roll should be enclosed with the bid.)

Rates (per month)-

Sl. No.	Description	Security Supervisor	Security Guard
A	B	C	D
1.	Wages (Basic + VDA)		
2.	ESI contribution of the Employer @ 4.75% of wages or as applicable		
3.	EPF contribution of the Employer @ 13.36% of wages or as applicable		

4.	Other Statutory Charges , if any (Bonus @ 8.33% of wages , if applicable)		
5.	Uniform & Liveries @ 2% of the wages		
6.	Administrative charges reckoned on wages (NIL charges/ consideration will render the Bid rejected)		
7.	Total		
8.	GST @ (at S.No.7)		
GRAND TOTAL			

Grand Total (for one month):

In figures: Rs.

In words: Rupees

Minimum wages (Basic + VDA) are applicable for Security Guard (**without arms**) under Watch and Ward category in the B- zone area as duly notified by Central Government Labour Ministry, Delhi from time to time, as the case may be)

Dated:

Signature _____

Name of the authorized person _____

(Seal of the bidding Firm)

Note:-

1. No column should be left blank.
2. Enclose self-attested supporting documents
3. In case, there is more than one office in Puducherry, then the bidder shall provide addresses of main office.
4. Documents to be submitted in support of the Contract value will be as under
 - i. Copy of the work order & / or Copy of agreement.
 - ii. Rates should not be quoted less than the rates provided under Minimum Wages Act, 1948 and as notified by the Central Government.
 - iii. All the columns shall be clearly filled in ink legibly or typed. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender.

- iv. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.
- v. If a firm quotes NIL charges/ consideration , the bid shall be treated as un-responsive and will not be considered.
- vi. The bidder may note that 02% C. Tax will be deducted at source from grand total of monthly bills.
- vii. In terms of contract signed with the successful bidder, all the rates mentioned in the above table are subject to amendment under the relevant Rules and Regulations from time to time.

Signature _____

Name of the authorized person _____

(Seal of the bidding Firm)