

**RAJYA SABHA TELEVISION
RAJYA SABHA SECRETARIAT
TALKATORA STADIUM ANNEXE BUILDING, NEW DELHI-110001**

No: RSTV/Admn./72/2017

Dated: 03rd May, 2018

**TENDER NOTICE FOR HIRING OF SECURITY GUARDS
(WITHOUT ARMS) FOR RSTV**

Sealed tenders are invited from reputed private security agencies for **hiring of Security Guards (without arms)** for the office premises of Rajya Sabha Television (RSTV) at Talkatora Stadium Annexe (TKSA) and 12A, Gurudwara Rakab Ganj (GRG) Road Building for a period of two years, hereinafter referred to as “Agency”, who fulfill the following criteria:

- (i) The Agency should have Permanent Account Number (PAN) under Income Tax Act, 1961. Copy of the PAN card should be enclosed with the technical bid.
- (ii) Annual turnover of the Agency during the financial years i.e. 2016-2017 and 2017-2018 should not have been less than Rs. 2 crore. Income Tax Returns and Balance Sheets for these years should be attached with the technical bid.
- (iii) The Agency should have provided similar services to at least two Government Organizations/ PSUs/ MNCs/ Embassies for a value of Rs. 50 lakh or above to each of them during the financial years 2015-16, 2016-2017 and 2017-2018. Details of such organisations including names and addresses should be given in the technical bid (Serial No. 9 of Annexure-I) with the supporting documents.
- (iv) The Agency should hold valid license/registration under:
 - (a) The Contract Labour (Regulation & Abolition) Act, 1970
 - (b) The Private Security Agencies (Regulation) Act 2005/ The Delhi Private Security Agencies (Regulation) Rules, 2009
 - (c) The Employees’ State Insurance Act, 1948
 - (d) The Employees’ Provident Funds and Miscellaneous Provisions Act, 1952
 - (e) Service Tax

- (v) The Agency should not have been blacklisted by any government organization /PSU in the past. An undertaking to this effect should be submitted with the technical bid.
- (vi) The Agency should have permanent guards on their rolls with clear and regular recruitment policy.
- (vii) The Agency should comply with all statutory obligations under the Private Security Agencies (Regulation) Act, 2005/ the Delhi Private Security Agencies (Regulation) Rules, 2009/Minimum wages Act-1948 and various Labour Laws as may be applicable to it.
- (viii) The successful bidder will have to sign a contract with RSTV containing the broad terms and conditions as summarized in the Tender Notice.
- (ix) In case of a tie between L-1 bidders the selection will be based on the annual turnover of the agencies during the financial years 2016-17 and 2017-18.

2. MANPOWER REQUIREMENT

2.1 RSTV will require services of 9 (nine) security guards (without arms) each in two/three shifts. The timings of the shifts will be as follows:

- (i) 1st Shift - 0600 hrs to 1400 hrs
- (ii) 2nd Shift - 1400 hrs to 2200 hrs
- (iii) 3rd Shift - 2200 hrs to 0600 hrs

2.2 The tentative manpower requirement per day for three/two shifts will be as under:

- (i) Security Guards (without arms) 28
(including 4 relievers)
- (ii) Security Supervisor - 01

2.3 The timings of the shifts, number of security points and security guards/ supervisors are subject to change at the discretion of RSTV.

3. SUBMISSION OF BIDS

3.1 The Agency should submit its bid in two parts, one containing the **Technical Bid** and other the **Financial Bid**. The Technical Bid and the Financial Bid should be placed in separate sealed covers super scribed accordingly. The sealed covers containing Technical and Financial bids should be placed inside a large sealed cover super scribed as “**Tender for Hiring of Security Guards (Without Arms) for RSTV**”. The tender should be addressed to **Joint Director (Admin), Rajya Sabha Television, 3rd floor, Talkatora Stadium Annexe building, New Delhi-110001** and may be dropped in the drop box at the above address latest by **5:00 p.m on or before 24th May, 2018** or may be sent by courier/ registered/ speed post so as to reach RSTV latest by **5:00 p.m on or before 24th May, 2018**. Any bid received after the prescribed deadline will be rejected.

3.2 The technical bid should be accompanied by earnest money of **Rupees Two lakhs** in the form of a demand draft drawn in favour of Drawing & Disbursing Officer, Rajya Sabha Television payable at New Delhi on which no interest will be paid. Earnest money of an Agency will be forfeited if it refuses to take up the job or fails to furnish performance security on its selection for the job; or if the information given by it is found to be false; or if it withdraws the bid during the validity period of the bid. Earnest money of the unsuccessful bidders will be returned after completion of the tender process but earnest money of the successful bidder will be returned only after the bidder deposits performance security.

3.3 The technical bid should be given in the proforma attached as **Annexure-I** and the financial bid in the proforma attached as **Annexure II**. It may be ensured that there is no over-writing or correction or cutting in the bids and each page of the technical bid as well as financial bid is signed by an authorized representative of the Agency.

3.4 The Agency running its business in the form of partnership firm is required to provide, in addition to other documents, a copy of the partnership agreement or general power of attorney furnished on stamp paper and duly attested by a Notary Public to the effect that all the partners have executed partnership agreement. The attested copy of the certificate of registration of the firm should also be enclosed along with technical bid.

3.5 The charges quoted should be inclusive of wages and all statutory contributions in compliance with the applicable laws.

3.6 The charges so quoted should be exclusive of Service Tax and will be valid for 180 days from the date of opening of the financial bids.

3.7 If a firm quotes “Nil” charges/consideration as service charges over and above the hiring charges for Security Guards (without arms)/Security Supervisors, the bid shall be treated as unresponsive and will not be considered.

4. **PRE-BID MEETING**

4.1 A pre-bid meeting will be held at 04:00 p.m. on **11th May, 2018** in the office of RSTV, 3rd floor Talkatora Stadium Annexe Building, New Delhi where the intending bidders may seek any clarification and visit the office to have first-hand information about the requirements of RSTV. The intending bidders are requested to make it convenient to attend the pre-bid meeting and also to visit both the sites so that there may not be any communication gap and they may understand the requirements of RSTV.

6. OPENING OF BIDS

5.1 Technical Bids will be opened at 3:00 p.m. on **28th May, 2018** at RSTV office, 3rd floor Talkatora Stadium Annexe Building, New Delhi in the presence of the bidders or representatives thereof, if any. Financial Bids of only such bidders will be opened who are found eligible in Technical Bid. Financial Bids may be opened on the same day or later. If Financial Bids are opened later, time and date of opening of the Financial Bids will be informed to the Agencies which are found eligible in Technical Bid.

6. REJECTION OF BIDS

6.1 Canvassing by an Agency in any form, unsolicited letters and post tender corrections may invoke summary rejection of its bid with forfeiture of EMD. Rajya Sabha Television reserves the right to reject any or all tenders without giving any notice or assigning any reason.

6.2 RSTV reserves the right to cancel/ reject any or all tenders without assigning reasons thereof. RSTV also reserves the right to accept the tender in full or in part, however, the agency will not have any right to revise the quotes and conditions in the event the tender is accepted in part.

7. PERFORMANCE SECURITY

7.1 The Agency whose tender is accepted shall deposit an amount of **Rupees Ten lakhs** in the form of Account Payee Demand Draft or Bank Guarantee from a Nationalized Bank in favour of Drawing and Disbursing Officer, Rajya Sabha Television as Performance Security within 15 days from the date of issue of work order by RSTV. No interest will be paid on the performance security. Performance Security will be retained by RSTV for the entire period of contract and till the expiry of sixty days beyond the date of completion of all contractual obligations.

8. DUTIES AND RESPONSIBILITIES OF THE SECURITY GUARDS

8.1 The security guards will be required:

- (i) To attend to the visitors, VIPs and officials/professionals with due respect.
- (ii) To check and facilitate entry of Staff/Workers/Authorized Personnel of RSTV and other visitors holding valid passes.
- (iii) To perform the work of frisking/searching of visitors, if so required.
- (iv) To check and facilitate the movement of vehicles and entry/ exit of material/ equipment with gate passes/ challan and maintain records thereof.

- (v) To provide security to moveable and immoveable assets of RSTV within the premises.
- (vi) To ensure swift response in case of fire. The Security Guard (s) on duty is/are required to alert the caretaker/ officials of RSTV on duty immediately and assist in firefighting operations. In case of fire before or after office hours the Security Guard(s) shall inform the nearest Fire Station and officials of RSTV. They must have basic knowledge about operating fire extinguisher.
- (vii) To ensure that there is no unidentified/ unclaimed/ suspicious objects/ persons in RSTV premises.
- (viii) To ensure that all the electrical equipment/instruments/lights and fans which are part of the office are switched off at the time of closure of the office.
- (ix) To ensure that all the offices/rooms are locked at the close of office and opened at the beginning of office hours and the keys are kept safely.
- (x) To comply with the instructions of RSTV officials.
- (xi) To look after any other security arrangement within RSTV premises.
- (xii) To go on escort duty along with RSTV cabs for dropping of female professionals, if required.

8.2 Above duties are illustrative and not exhaustive. Security Guards deployed on the basis of successful tender may be asked to perform additional duties not mentioned herein above or elsewhere in the tender documents but within the limitation of a Security Guard and are expected from a normal and prudent person performing the duties as Security Guard.

9. **GENERAL CONDITIONS**

9.1 The Agency shall provide adequately trained, well-disciplined, physically fit, alert and polite but firm security personnel who shall safeguard the premises, movable and immovable assets, and equipment of RSTV. The agency shall ensure that no security point is unmanned at any time.

9.2 The Agency shall provide lady security guards for some of the points, if so desired by RSTV.

9.3 The Agency shall ensure that the Security Guards so deployed should have working knowledge of Hindi and English to perform his/her duties efficiently.

9.4 A security guard shall perform duty only in one shift a day.

9.5 The security guards shall not leave the place of duty under any circumstances until and unless properly relieved.

9.6 The Agency shall arrange to maintain daily shift-wise attendance record and handing/taking over of the shift records.

9.7 The Agency shall furnish a complete list of the security personnel engaged by it for deployment in RSTV.

9.8 The Agency shall provide proper uniforms (both summer and winter), identity cards, badges, whistle, lathi, emergency lamps / torch, umbrellas, rain coats etc. to security personnel. The Agency shall also ensure that all the security personnel always wear their photo identity cards duly displayed on their uniforms.

9.9 It shall be the sole responsibility of the Agency to take care of all the requirements of the security personnel to enable them to give their best while on duty.

9.10 The Agency shall ensure that the security personnel deployed at RSTV premises are not less than 18 years and not more than 50 years of age.

9.11 A senior level representative of the Agency shall visit RSTV office at least once-a-fortnight and review the service performance of the security personnel. During the fortnightly visit, Agency's representative will meet the official concerned of RSTV for mutual exchange of feedback regarding the performance of the security personnel and take remedial measures, if any, vis-à-vis their working.

9.12 The Agency shall not further outsource/assign or sublet the work or any part of it to any other person or party.

9.13 RSTV will reserve its right to ask the agency to remove at short notice or replace any or all of the security personnel deployed by it, if the performance/discipline of such security personnel is found to be unsatisfactory.

9.14 The security personnel shall report the cases of theft, breakage, loss of fixture or fittings, furniture, equipment etc. in the premises to RSTV officials immediately and not later than 12 hours of the incident. If after a departmental enquiry, it is found that the loss has occurred due to the negligence of the security guard (s) on duty, the RSTV will have exclusive right to recover the loss in full or adjust from the dues of the Agency. The decision of the Secretary-General, Rajya Sabha in this regard shall be final and binding on the Agency.

10. **TERMS OF PAYMENT**

10.1 Payment to the Agency will be made on monthly basis on receipt of pre-receipted bill(s). The Agency will submit monthly bills in triplicate at the end of the month along with the attendance sheet of the security personnel. Payment in normal circumstances will be released within 21 days of submission of the bill.

10.2 The Agency shall provide a certified copy (on quarterly basis) of the Challans clearly showing the fact that the Service Tax received from RSTV in connection with the contract has been deposited in the relevant government accounts by it.

10.3 No increase in monthly wages will be accepted by RSTV during the currency of the contract period except on revision of minimum wages notified by the Govt of NCT of Delhi and statutory taxes levied by the Government. The revised wages will be effective only in case when the existing wages being paid to the deployed personnel are lower than the revised wages.

11. **PENALTY**

11.1 In case of failure to deliver satisfactory services, the Agency shall be liable to pay a penalty @ 0.50% of total annual hiring charges per day. In case of absence of any security guard(s)/ supervisor (s) on any particular day a penalty @Rs. 500/- per person (s) per day plus amount equal to daily consolidated wage will be recovered from the monthly bill of the service provider for the number of days of absence from duty.

12. **TERMINATION OF CONTRACT**

12.1 Both the parties to the contract shall have a right to terminate the contract at any time without assigning any reason by giving a notice of 60 days. However, if the performance of the agency is not found satisfactory at any stage, the contract may be terminated by RSTV without any notice.

13. **MAINTAINENCE OF PROFESSIONAL ETHICS AND SECRECY**

13.1 RSTV and successful bidder in the process of execution of the contract will come close to internal working, internal functioning and vital inside details of each other. As such it is mandatory on both the parties to the contract to maintain professional ethics and absolute secrecy and not to share with/divulge to any person/party or any third party the inside details unless it is required by any prevailing law or under any legal process.

14. **INDEMNITY**

14.1 The successful bidder shall at all times indemnify RSTV/Rajya Sabha Secretariat towards any loss/damage caused or any claim raised against RSTV/Rajya Sabha Secretariat by any party/third party consequent to the contract.

14.2 The Agency shall also indemnify RSTV/ Rajya Sabha Secretariat against all charges, claims, dues etc. arising out of disputes relating to the hiring of the Security personnel (without arms) deployed by the Agency at RSTV premises.

15. **ARBITRATION**

15.1 All the disputes and differences arising out or in any way touching or concerning this tender shall be referred to the sole arbitrator appointed by the Secretary-General, Rajya Sabha. There will be no objection that the person so appointed is or was in the employment of the Rajya Sabha Secretariat and as an employee of the Rajya Sabha Secretariat had during the course of his duties expressed views on all or any of the matter of difference or dispute. The award of such arbitration shall be final and binding on both the parties. The arbitration proceedings shall be held in Delhi.

16. **JURISDICTION**

16.1 The Courts at New Delhi will have the sole and exclusive territorial jurisdiction over any dispute or difference in connection with this tender.

**Joint Director (Admn)
Rajya Sabha Television**

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TECHNICAL BID

To be filled in by the Bidder (enclose copy of relevant documents to support your statement)

S/No	Description
1.	Name of the Agency:
2.	Postal address of the Agency:
3.	Details of the contact person (a) Name: (b) Telephone No: (c) Mobile No : (d) Fax No : (e) E-mail ID:
4.	Details of license/ registration number (Attach photocopy of the document for proof) 1. The Contract Labour (Regulation & Abolition) Act, 1970 2. The Private Security Agencies (Regulation) Act, 2005 3. The Delhi Private Security Agencies (Regulation) Rules, 2009 4. The Employees' State Insurance Act, 1948 5. The Employees' Provident Funds and Miscellaneous Provisions Act, 1952
5.	Type of Agency/Recognized as firm/ Proprietorship/ Partnership/Corporate Ltd./Any other category (please specify):
6.	Income Tax Permanent Account Number (PAN) (Attach Proof)

7.	Service Tax Registration Number : (Attach Proof)			
8.	Annual Turnover of the agency : (please attach certified copies of Balance Sheets for the period) :			
	(a)	2016-17		
	(b)	2017-18		
9.	Details of the organization for which the agency worked/has been working in/ for last three financial years			
	S/ No	Period during which the Service was provided	Name & Address of the Organisation	Value of Service provided
	(a)	2015-16		
	(b)	2016-17		
	(c)	2017-18		
				Supporting document placed at page No.

10. Details of Earnest Money Deposit:

- (a) Name of the bank :
- (b) Demand Draft No :
- (c) Value of the Demand Draft :
- (d) Demand Draft drawn in favour of :

It is certified that :-

- (i) I/ we have gone through and understood the tender notice.
- (ii) my/our agency has not been blacklisted by any Government organization/ PSUs.
- (iii) The details furnished by me/ us are true and correct.
- (iv) I/ we have not concealed any material fact.

Signature of the authorized signatory

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FINANCIAL BID

Name of the Agency :

Address :

S/ No	Category of Manpower	Monthly manpower required	Basic wage plus V.D.A. per person per month	Statutory contributions per person per month						Total (sum of column [(4), (6), (8) & (10)])	Service Charges per person per month on column (11)		Amount payable by RSTV per person per month [(sum of column (11) & (13))]	Total amount payable by RSTV for required manpower per month [(column (14) multiplied by column (3))]
				EPF+ EDLI		ESI		Bonus			In % age	In Rs.		
				In % age	In Rs.	In % age	In Rs.	In % age	In Rs.					
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
1	Security Guards (without arms)	28												
2	Supervisor	01												
Total =		29												

Note :

1. Rates quoted should be in conformity with the Minimum Wages Act, 1948 and the latest notifications of Govt of NCT of Delhi in this regard.
2. The above quoted rates should be all inclusive but excluding Service Tax.
3. Manpower requirement may vary at the discretion of RSTV.

Signature of the authorized signatory

