

TERMS AND CONDITIONS FOR OUTSOURCING OF THE SERVICES OF
SECURITY GUARDS

1. All services on outsourcing basis shall be performed by persons qualified and skilled in performing such services as per eligibility criteria.
2. The persons supplied by the agency should not have any adverse Police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending,. The character and antecedents of each personal of the service provider will be got verified by the service provider before their deployment after investigation by the local Police, collecting proofs of identify like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to this Department. 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 this office for any reasons immediately on receipt of such a request.
3. The service provider shall engage necessary number of persons as required by this Department from time to time. The said persons engaged by the service provider shall be 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 shall not claim any employment, engagement or absorption in BVB, in future.
4. The service provider's persons shall not claim any benefit/compensation/regularization of service from/in the Bharatiya Vidya Bhavan 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 the Bharatiya Vidya Bhavan.
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, and administrative/organizational matters as all are confidential/secret in nature.
6. The service providers personnel's should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of the Bharatiya Vidya Bhavan. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
7. The persons deputed should be between the age of 18-30 years and they shall not interfere with the duties of the employees of the Bharatiya Vidya Bhavan.

Signature & Stamp of Tender

8. The Bharatiya Vidya Bhavan 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 replace immediately any of its personnel if they are unacceptable to the Bharatiya Vidya Bhavan because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from the Bharatiya Vidya Bhavan.
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 & their loss reported immediately.
10. The service provider shall ensure proper conduct of his persons in office premises and enforced prohibition of consumption of alcoholic drinks, paan, and smoking and 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 and the Bharatiya Vidya Bhavan shall not be liable or responsible on any of these accounts towards any personnel of the service provider.
12. Working hours would be normally from 9.30 a.m. to 6.00 p.m. during working days including ½ an hour lunch break in between. However, in exigencies of work they may be required to sit late and the personnel may be called on Saturday, Sunday and other Gazetted holidays, if required.
13. That the agency will be wholly and exclusively responsible for the 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 and the Bharatiya Vidya Bhavan shall not incur any liability for any expenditure whatsoever on the persons employed by the Agency on account of any obligation. The agency will require to provide particulars of PF, Group insurance of its employees engaged in the Bharatiya Vidya Bhavan.
14. The service provider will submit the bill, in triplicate, in respect of 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.
15. Payment to the service provider would be strictly on certification by the officer with whom the outsourced personnel is attached that his/her service was satisfactory and as per his/her attendance shown in the bill preferred by the service provider.
16. No wage/remuneration will be paid to any staff for the days of absence from duty.

Signature & Stamp of Tender

17. The service provider will provide the required personal for a shorter period also in case of any exigencies as per the requirement of the Bharatiya Vidya Bhavan.
18. The service provider shall arrange for 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 this respect of the overlapping period of the substitute shall be responsibility of the service provider.
19. The service provider shall be contactable at all times and message sent by phone/e-mail /fax/special messenger from the Bharatiya Vidya Bhavan to the service provider shall strictly observe the instructions issued by the Bharatiya Vidya Bhavan in fulfillment of the contract from time to time.
20. The Bharatiya Vidya Bhavan shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personal of the service provider.
21. That the Agency on its part and through its own resources shall ensure that the goods, materials and equipments etc. supplied to the personnel for discharge of duties assigned to them are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of Bharatiya Vidya Bhavan and commission on the part of its staff and its employees, etc. if the Bharatiya Vidya Bhavan 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 Bharatiya Vidya Bhavan for the same. The agency shall keep the Bharatiya Vidya Bhavan fully indemnified against any such loss or damage.
22. The Bharatiya Vidya Bhavan will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.
23. The service provider will enter into an agreement with the Bharatiya Vidya Bhavan for supply of suitable and qualifies manpower as per requirement of the Bharatiya Vidya Bhavan on these term and conditions. The agreement will be valid for a period of 12 months commencing from date of signing such agreement 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 12 months and no request for any change/modification shall be entertained. Any statutory increase in wages/D.A. etc. during this period to be absorbed by the service provider.
24. The service provider shall not assign, transfer, pledge or sub - contract the performance of service without the prior consent of the Bharatiya Vidya Bhavan.
25. However, the agreement can be terminated by either party by giving one month's notice in advance, if the agency fails to give the one month's notice in writing for termination of the agreement then one month's wages etc. and any amount due to the agency from the Bharatiya Vidya Bhavan shall be forfeited by the Bharatiya Vidya Bhavan.

26. 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 termination of employment or non-employment by the personnel of the agency it shall be the entire responsibility of the agency to pay and settle the same.
27. If the above mentioned clauses are not adhered to, a penalty of 10% will be imposed and the amount will be deducted from the amount of contract.
28. Pooling of bids and adopted any type of malafide practice with the intention to obtain the contract illegally will be tantamount to Black Listed for tendering in the Bharatiya Vidya Bhavan as per instructions/order of C.V.C.
29. In the event of any dispute arising in respect of the clauses of the agreement, the matter will be referred to the Director, BVB(DK) whose decision shall be binding on both the parties.
30. All the bidders have to submit the EMD of Rs. 10,000/- along with the quotations in the acceptance forms i.e. Demand Draft, Banker Cheque in Favour of Bharatiya Vidya Bhavan.
31. Successful bidder will have to deposit 2% Bank Guaranty from any of the Commercial Bank in an acceptance forms subject to the adjustment of EMD deposited.
32. (i) Period of Contract : 12 (Twelve) months
(ii) Last date and time of submission of quotations : 15.00 Hrs. on 20th June,2016
Date and Time opening of quotations : 15.30 Hrs. on 20th June,2016
33. Other details if any can be obtained on the phone No. 011-23381129

ANNEXURE -II

S. No.	Particular	To be Filled by tendered
1.	Name of the Agency	
2.	Date of establishment of the Agency	
3.	Detailed office address of the agency with office Telephone Number, Fax Number and Mobile Number and name of the contact person.	
4.	Whether registered with all concerned Authorities (copies of all certificate of registration to be enclosed)	
5.	PAN/TAN Number(copy to be enclosed)	
6.	Service Tax Registration Number (copy to be enclosed)	
7.	Whether the firm is blacklisted by Bharatiya Vidya Bhavan or any criminal case is registered against the firm or its owner/partner any where in India.	
8.	Length of experience in the field	
9.	Experience in dealing with schools/Institutions etc. (indicate the names of the Department and attached copies of contract order placed on the agency)	
10.	Whether a copy of terms and conditions (Annexure-I), duly signed, in token of acceptance or the same, is attached	
11.	Whether agency profile is attached	
12.	List of other clients	

ANNEXURE -III

Category of worker	qualification	Minimum Wages As per NCT, Delhi	PF @	ESI @	Service Tax	Service Charges/Adm. Charge	Total Rs.
1	2	3	4	5	6	7	
Security Guards	10 th Pass						

Dated:

Subject:- Providing the man-power in various categories in Bharatiya Vidya Bhavan for backward Classes.

Quotations are invited in sealed cover from experienced and reputed man-power supplying agencies for outsourcing of the following category of staff in Bharatiya Vidya Bhavan for Backward Classes, the details of which are given below:-

S. No.	Post	Qualification	Duties/work to be performed
1.	Security Guards -15	10 th Pass Ex-Serviceman preferred	For Security of office and residence of Hon'ble Chairperson

The initial period of contract would be 12 months, extendable by another 12 months on satisfactory performance with such amendments as may be mutually agreed to and also subject to the necessary approval of the Competent Authority. Service Charges/rate quoted by the agency would be fixed for a period of 1 year and any statutory increases in wages etc. during this period are to be absorbed by the agency itself.

The manpower will have to be supplied by the agency within 15 days of award of contract.

Terms and Conditions:-

As per Annexure -I

Only those who fulfil the following criteria may submit their quotation:

- (a) The manpower supplying agencies should have been in existence for more than 5 years.
- (b) It should have been registered with the Authorities concerned and a copy of each of the registrations shall be attached with the quotation.
- (c) It should have PAN number and Sales Tax/Service Tax registration proof. Necessary documents in this regard may be attached with the quotation.
- (d) It should not have been blacklisted by any Govt. Organization
- (e) It should be willing to take up the contract on the terms and conditions as at Annexure -I

If the rates/quotations(wages plus the statutory contributions like EPF, ESIC, etc.) submitted by any Agency are found to be less than the minimum wages notified by the Labour Department, Government of NCT of Delhi, quotation of such Agency will not be considered

The interested agencies in supplying man-power service are requested to submit the detailed quotations as per Annexure I,II and III latest by 16.6.2016 positively.

Encl: Annexure I,II & III