



PENSION FUND REGULATORY & DEVELOPMENT AUTHORITY

(PFRDA)

TENDER DOCUMENT

**For Providing Security Services to Pension Fund Regulatory and
Development Authority (PFRDA)**

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SECTION –I

INVITATION FOR THE BIDS

Inviting Tenders for engagement of Security Agency for providing security services in the Pension Fund Regulatory and Development Authority (PFRDA), B-14/A, Chatrapati Shivaji Bhawan, Qutub Institutional Area, Katwaria Sarai, New Delhi

1. Pension Fund Regulatory and Development Authority (PFRDA) was initially established by the Government of India on 10th October 2003 to promote old age income security by establishing, developing and regulating funds, to protect the interests of subscribers to schemes of pension funds and for matters connected therewith or incidental thereto, through National Pension System(NPS). The PFRDA Act 2013 governing the powers and functions of the Authority has been enacted by the Parliament and notified w.e.f. 01.02.2014. The Central Government introduced the National Pension System (NPS) with effect from 1st January 2004. The NPS covers at present, new entrants to Central Government services (excluding Armed Forces), majority of the State Government services and autonomous bodies at their discretion and all citizens of India on a voluntary basis with effect from 1st May 2009. The website of PFRDA is www.pfrda.org.in. The PFRDA is presently located at B-14/A, Chatrapati Shivaji Bhawan, Qutub Institutional Area, Katwaria Sarai, New Delhi-110016.
2. Sealed Bids are invited on behalf of PFRDA under two bid system from reputed, well established and financially sound security service providers to provide/deploy the uniformed trained manpower for the security services of PFRDA.
3. The bids duly filled in all respects enclosing necessary documents may be addressed to, **The General Manager - Administration, Pension Fund Regulatory and Development Authority, B-14/A, Chatrapati Shivaji Bhawan, Qutub Institutional Area, Katwaria Sarai, New Delhi-110016** so as to reach on or **before 19.09.2022 till 15:00 hrs.**
4. The Technical bids will be opened on the same date at **15:30 hrs i.e. 19.09.2022** at PFRDA, New Delhi in the presence of bidders who may wish to be present, either by themselves or through their authorized representatives.
5. Tenders should be accompanied by EMD for an amount of Rs.50,000/- (Rupees Fifty Thousand Only) submitted in the form of in the form of a Demand Draft/ Fixed Deposit Receipt from a commercial bank, in favour of "Pension Fund Regulatory and Development Authority, New Delhi".

Last date for receipt of tender: 19.09.2022 upto 15:00 Hrs

Date of opening of Technical Bid: 19.09.2022 at 15:30 Hrs

Date of opening of Financial Bid: 28.09.2022 at 15:00 Hrs

General Manager-Administration

SECTION-II

IMPORTANT INFORMATION RELATED TO TENDER

1	Purpose of tender	Engagement of Agency for providing Security Services to the Pension Fund Regulatory and Development Authority (PFRDA).
2	Date of issue	29th August, 2022
3	Earnest Money Deposit	Rs.50,000/-
4	Last Date for receiving pre-bid queries from the Bidders by email	5 th September, 2022
5	Date of Pre-bid Meeting	7 th September, 2022 at 15:00 Hrs
6	Response to pre-bid queries by email	8 th September, 2022
7	Last date and time for Submission of bids	19th September, 2022 at 15:00 Hrs
8	Bid Validity	90 days
9	Address for Submission of bids	The General Manager-Administration, B-14/A, Chhatrapati Shivaji Bhawan, Qutub Institutional Area, Katwaria Sarai, New Delhi-110016
10	Date and time of Opening of Technical bid	19th September, 2022 at 15:30 Hrs
11	Date and time of opening of Financial bids	28th September, 2022 at 15:00 Hrs
12	Likely date for award of contract	30 th September, 2022
13	Likely date of commencement of deployment of required security personnel	Will be communicated by PFRDA
14	Contact for any queries	sachin.joneja@pfrda.org.in, jaspreet.kaur@pfrda.org.in, nishant.anand@pfrda.org.in

SECTION-III

Eligibility Criteria and Documents to be submitted

The PFRDA has set up minimum eligibility criteria for the bidding purposes. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their self attested or certified by CA, wherever specified supporting documents along with the proposal.

S.No	Eligibility Criteria	Documents to be submitted
1	The Registered Office or one of the Branch Offices of the tenderer/applicant should be located either in Delhi / New Delhi or in National Capital Region for <i>at least past 2 Financial years i.e. 2020-21 & 2021-22 besides the current Financial Year i.e. 2022-23</i>	Self-Attested copy of Telephone bill/Electricity Bill/Registered Rent Agreement/Conveyance Deed/Bank statement/certificate from Bank/house tax receipt/any municipal receipt or any other document issued by the Government supporting the address(s) at Delhi, New Delhi or in National Capital Region evidencing 2 years of presence in Delhi/NCR. One document/bill for each financial year may be provided and one of the documents should be atleast of quarter 4 (January 2022 to March 2022) of FY 2021-22. Further, any one supporting document substantiating the proof of address to be provided for current financial year i.e. 2022-23.
2	The entity should be either registered with the concerned registration authority as a Company under Companies Act 2013 or as a Partnership (including Limited Liability Partnership) under LLP Act, 2008 or as a sole proprietorship firm as the case may be and should be in existence as such entity for not less than three years from the date of application.	(*) Self attested copy of Certificate of Incorporation in respect of the applicant organization issued by Registrar of Companies or a partnership deed duly registered under the Partnership Act or document giving evidence of existence of proprietorship firm. i. (*) Certificate of Commencement of business is required in case of companies.

		ii. Certificate consequent to change of name, if applicable. In case of change in name of any type of entity (including company), certificate of name change is required.
3	<p>Should be providing similar kind of services for three financial years out of the last five financial years in Regulatory bodies, Large Educational / Research Institutions, Universities run by Central Government / State Government Departments, Public or Private Sector Companies / Undertakings, Autonomous Bodies.</p> <p>In support of this the tenderer/applicant either</p> <p>(i) should have successfully completed at least ONE similar work of value equal to Rs.25 Lakh each or more from any of the institutions listed above in last five years.</p> <p style="text-align: center;">OR</p> <p>Should have successfully completed at least TWO similar works of value equal to Rs.15 Lakh each or more from any of the institutions listed above in last five years.</p> <p style="text-align: center;">OR</p> <p>(iii) Should have successfully completed at least THREE similar works of value equal to Rs.10 Lakh each or more from any of the institutions listed above in last five years.</p>	Self attested copies of documents/work orders in support of contracts for providing security services for three financial years during the latest last five financial years.
4	<p>Must have a valid (as on bid submission date) license for providing security services as stipulated under the Private Security Agencies (Regulation) Act, 2005 and as amended/revised for the last three years. The security guards deployed by the agency should satisfy the eligibility conditions stipulated under the said Act and should have been properly trained under a supervisor.</p>	<p>Self-attested copy of valid license for security services of the Private Security Agencies (Regulation) Act, 2005 of the last three years (as on bid submission date).</p> <p>The original license shall be produced by the agency for verification to PFRDA and the same shall be verified from PSARA at any stage by PFRDA.</p>

5	Must have achieved minimum annual turnover of Rs.25 lakhs during each of last three financial years i.e. 2019-20, 2020-21 and 2021-22 exclusively from Security Services for the specified periods.	The bidders have to submit the CA certificate for the last 03 Financial Years i.e. 2019-20, 2020-21 and 2021-22 mentioning the annual turnover of the entity exclusively from Security Services for the specified periods. For the FY 2021-22, CA certificate/declaration mentioning the turnover exclusively from security services may be on the basis of provisional financial statements.
6	The entity should be profit making entity in three financial years out of the last five financial years.	(i) Copies of CA certified balance sheets alongwith profit and loss statements substantiating the profits made by the entity for any 3 years out of the last 5 financial years from 2017-18 to 2021-22. Further, for the FY 2021-22, the bidders may submit the unaudited / Provisional Balance Sheet alongwith the profit and loss statement with the Tender. The shortlisted bidder shall submit the certified balance sheet, if the firm conducts formal audit of its accounts within three months of awarding the contract.
7	The entity should have its own Bank Account.	Self attested copy of the Bank Account Statement for the last three months.
8	The entity should have a registered Permanent Account Number (PAN) and GST registration.	Self-attested copy of PAN/GIR Card; Self attested copy of GST registration certificate or provisional GST registration certificate in respect of security services.
9	The entity should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other labour authorities including under the Contract Labour (Regulation and Abolition Act).	Self attested copy of the Employee Provident Fund registration letter / certificate. Self attested copy of the Labour License under the Contract Labour (Regulation & Abolition) Act.

		Self attested copy of the Employee State Insurance registration letter / certificate.
10	The entity or any of its partners /directors etc. should not have been black listed/ debarred by any of the government entities or departments or should not have been found guilty of commission of acts of moral turpitude or convicted for any economic offence or for violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations including by PF/ESI authorities or in violation of the Private Security Agencies (Regulation) Act, 2005. Further no past contract of such agency should have been terminated in the last 3 years on account of violation of laws or deficiency of services or breach of contract.	Self-Declaration in the format in Annexure-I

Any other alternate supporting documents (other than the above-mentioned documents) submitted by the bidders in support of their eligibility criteria may be considered by PFRDA at its discretion. If necessitated, the bidders would be required to submit any additional documents in support of their eligibility criteria as requested by PFRDA within the timeline stipulated thereon.

The selected bidder shall submit all the original documents for verification with PFRDA. In case of failure to submit the original documents within the specified date, the bid of the selected vendor will be summarily rejected and the bid will be awarded to next qualified bidder.

The bidders against whom action is initiated or contemplated by PFRDA for any of the misconduct during the past will not be eligible to apply under the current process. The bid submitted by such entities will be summarily rejected.

SECTION IV

INSTRUCTIONS FOR BIDDERS

1. **Scope of Services:** The Scope of Services are given in **Section V**.
2. **Site Visit:** The bidder is advised to visit the premises to get the onsite assessment of the work on any working day between 10:00 AM to 5:00 PM by taking permission and acquaint himself with the operational system prior to the submission of the tender documents. The costs of visiting shall be borne by the bidder. Keeping in view the Covid outbreak only two persons are allowed to visit at PFRDA with prior intimation. The visitors from the prospective bidders are requested to adhere with the Covid norms.
3. **Pre-bid Meeting and Clarifications:**
 - a. A pre-bid meeting shall be held in the office of the PFRDA, New Delhi on the date mentioned in Section II at a specified time , to clarify any query of bidders regarding terms and conditions and scope of work.
 - b. Prospective tenderers/applicants/bidders may also send their queries, if any, latest by 05.09.2022. The queries shall be sent to, sachin.ioneja@pfrda.org.in, jaspreet.kaur@pfrda.org.in and nishant.anand@pfrda.org.in. PFRDA shall issue necessary clarifications and amendment, if any, to the tender documents. Such clarifications / amendments shall be uploaded on the website www.pfrda.org.in.
4. **Intermediaries registered with PFRDA are not eligible to participate in this tender process.**
5. **Tender Validity**

The validity period of the bid will be three months from the date of opening of tender documents, which may be extended by the bidders for such period as maybe requested by PFRDA. A proposal valid for a shorter period may be rejected as non-responsive.
6. **Bid Security/Earnest Money Deposit (EMD)**
 - a. The interested bidders may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.50,000/- (**Rupees Fifty Thousand Only**) in the form of a Demand Draft/ Fixed Deposit Receipt from a commercial bank, in favour of "Pension Fund Regulatory and Development Authority, New Delhi".
 - b. The firms registered under MSME for supplying Security Services are exempted from submitting the Earnest Money Deposit (EMD). Supporting document in this regard should be submitted along with tender document. Such firms have to submit a self-certified copy of registration certificate under MSME and produce the original for verification, if required .
 - c. Any Tender not accompanied by EMD shall be summarily rejected and not considered at all.
 - d. EMD of the unsuccessful bidders will be returned to them without interest.

- e. EMD of the successful bidder shall be returned on receipt of Performance Security in the PFRDA and after signing the contract.
- f. EMD shall be forfeited if the bidder withdraws his bid during the validity period of Tender.
- g. EMD of the successful bidder shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Department.

7. Preparation and Submission of Bids:

- a. Tenders are to be submitted as per two bid system i.e.- Technical Bid and Financial Bid.
- b. All entries in the tender form should be legible and filled clearly.
- c. Every correction and interlineations in the bid should be self attested with full signature by the tenderer/applicant, failing which the bid will be treated as ineligible. Corrections done with correction fluid should also be duly attested.
- d. **All documents/papers should be numbered, signed and sealed by the Tenderer on each page.**
- e. **There should be an index at the top page of a tender/RFP mentioning about the documents enclosed as a part of the tender.**
- f. Technical Bid should contain all the documents required and EMD as specified in relevant paras. Technical Bid should also contain Tender Form, Declaration Form, Performance Statement, Details of Staff available with the Agency.
- g. Financial Bid should only contain the Price Schedule duly filled as per format given in Section VIII. No overwriting, corrections, interlineations etc. are permitted in the Financial Bid. If found, bid shall liable to be rejected.
- h. The rates should be quoted for the services to be provided as per instructions given in the tender document and should not be less than minimum wages applicable in which case the bid shall be rejected.
- i. Both the bids (Technical and Financial) separately sealed in envelopes superscribing as Technical Bid and Financial Bid, respectively. Both the sealed envelopes should be put in a third sealed envelope and should be superscribed as "Tender for Security Services at PFRDA, New Delhi".
- j. Sealed Tenders should be addressed and submitted along with requisite documents at the following address: General Manager (Administration), Pension Fund Regulatory and Development Authority, B-14/A, Chhatrapati Shivaji Bhawan, Qutub Institutional Area, Katwaria Sarai, New Delhi- 110016 latest by 19.09.2022, 15:00 hours.

8. Late Bids:

Tender submitted or received after the closing date and time will not be considered and shall be returned to the Tenderer unopened. The bidders shall ensure that timelines are adhered to and any bids received later than the specified time and date shall not be entertained.

9. Opening of Tenders:

- a. The Tenders shall be opened at the scheduled date, time and venue as mentioned in Tender data by the committee constituted by the PFRDA. The

- Tenderers' representative may attend the Tender opening.
- b. The bids shall be opened on the scheduled time and date as mentioned in Section-II in PFRDA's Office located at B-14/A, Chatrapati Shivaji Bhawan, Qutub Institutional Area, Katwaria Sarai, New Delhi-110016, in the presence of the representatives of the Security Service Providers (restricted to two persons from the side of each bidder), if any, who wish to be present on the spot at that time.
 - c. During the tender opening as above, the envelopes containing Technical Tender shall be opened. The envelopes containing Financial bids shall be signed by all committee members and kept unopened for opening at a later date.
 - d. The tenderer's representative may choose to attend the opening of financial bids.

10. Evaluation of Tenders:

- a. **The committee constituted by the PFRDA shall open and evaluate the Technical Bids with reference to technical requirements and various other commercial criteria given in the Tender Document.** All eligibility conditions have to be satisfied on the date of submission of bid and not later.
- b. The bid of the bidders/applicants who submit their bid in the proper format and with the required EMD will be evaluated. The bids of the non-conforming bidders shall be rejected without further evaluation.
- c. Any conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder and shall not be evaluated.
- d. The committee constituted at PFRDA for evaluation of technical and financial bids may seek such additional clarification/information/document as may be required for it to satisfy the eligibility of the bidders. Failure on the part of the bidder to submit such information within the stipulated time, may entail cancellation of the bid of such bidder.
- e. The Technically qualified bids shall be further considered for opening and evaluation of financial bids.
- f. The Tenderer quoting the lowest bid amount for the services defined in the Scope of Work shall be considered for award of contract. However, it shall not be binding to give the contract to lowest bidder.
- g. In case more than one price bid quoting the same rates are received, the winning bidder shall be selected through lottery.

11. Award of Contract: -

- a. PFRDA may award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- b. PFRDA will communicate to the successful bidder that its proposal has been accepted. This letter (herein after and in the condition of contract called the "Letter

of Offer”) shall prescribe the terms of payment to the security agency in consideration of the execution of work / services by the security agency as prescribed in the contract.

- c. Once the PFRDA notifies the successful bidder that its proposal has been accepted whereupon the successful bidder shall submit all original copies of the documents hitherto submitted as part of bid for verification of PFRDA. After satisfactory perusal, PFRDA shall enter into separate agreement with the successful bidder and the terms and conditions of provisions of service etc. shall be specified therein.
- d. The successful bidder will be required to execute an agreement with PFRDA.
- e. Failure of the successful bidder to comply with the requirements of the above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of EMD.

12. Performance Security Deposit and Award of Contract:

- a. The successful bidder who is awarded the contract shall be required to deposit a Performance Security Deposit @ 3% of the total value of the contract (GST extra) in the form of account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued from any of the commercial bank in India drawn in favour of **PFRDA, New Delhi** covering the period of contract and **180 days** beyond the contract period. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly extended/renewed by the successful Security service provider. All incidental charges whatsoever such as premium, commission etc. with respect to the Bank Guarantee shall be borne by the successful bidder. Non-deposit of PBG within the stipulated time shall render the contract invalid at the discretion of PFRDA.
- b. In case of breach of any terms and conditions as specified in the contract and signed between the parties, or it is found that the bidder(company) has submitted any forged/false documents as a part of tender process, even after selection of the bidder, the Performance Security Deposit of the Service Providers will be liable to be forfeited by the PFRDA besides, annulment of the contract and other legal recourse at the discretion of PFRDA.
- c. The successful Tenderer shall execute an agreement on a non-judicial stamp paper of value Rs.100/- (stamp duty to be paid by the tenderer) within 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.
- d. If the successful Tenderer fails to execute the agreement (to be given by PFRDA) and / or to deposit the required security deposit within the specified time or withdraw his tender, after the intimation of acceptance of his tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the EMD deposited by him along with the tender shall stand forfeited by the Tender Inviting Authority.

13. Effectiveness and Duration of Contract

The contract shall come into effect on the date of signing the contract by both the parties. The contract shall be valid for a period of 24 (twenty-four) months from the date of commencement of services. The contract can be extended further on the same terms and conditions. The contract may be curtailed/

terminated before the contract period, owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the PFRDA's requirements etc. or as may be specified in the contract to be signed between the parties. The PFRDA, however, reserves right to terminate this contract at any time without assigning any reasons.

14. Commencement of Services

The Security Service Provider should commence the security services within 15 days of signing of contract or any other date mutually agreed by both the parties, however the same can be further extended with the mutual consent of both the parties.

15. The Competent Authority of the PFRDA reserves the right to annul all bids or discontinue this tender process, without assigning any reason at any time prior to signing of agreement with the successful bidder.
16. The bidder will be bound by the details furnished by him/ her to PFRDA while submitting the tender or at subsequent stage. In case, any of such documents furnished if found to be false at any stage, it would be deemed to be a breach of terms of agreement making him / her liable for legal action besides termination of contract, forfeiting of performance security deposit and also blacklisting/debarment of the entity in PFRDA .
17. This document does not constitute nor should it be interpreted as an offer or invitation for the appointment of the Security Service Provider described herein.
18. This document is meant to provide information only and upon the express understanding that recipients will use it only for the purposes set out above. It does not purport to be all inclusive or contain all the information about the Security Service Provider or be the sole basis of any contract. No representation or warranty, expressed or implied, is or will be made as to the reliability, accuracy or the completeness of any of the information contained herein. It shall not be assumed that there shall be no deviation or change in any of the herein mentioned information on the Security Service Provider. While this document has been prepared in good faith, neither PFRDA, nor any of their officers or subscribers make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Any liability is accordingly and expressly disclaimed by PFRDA and any of their officers or subscribers even if any loss or damage is caused by any act or omission on the part of PFRDA or any of their officers or subscribers, whether negligent or otherwise.
19. By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient by or on behalf of PFRDA.
PFRDA and any of their respective officers or subscribers undertake no obligation, among others, to provide the recipient with access to any additional information or to update this document or to correct any inaccuracies therein which may become apparent, and they reserve the right, at any time and without advance notice, to change the procedure for the selection of or any part of the interest or terminate negotiations or the due diligence process prior to the signing of any binding agreement.

20. Accordingly, interested recipients should carry out an independent assessment and analysis of the requirements and of the information, facts and observations contained herein.
21. This document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements.
22. This document constitutes no form of commitment on the part of the PFRDA. Furthermore, this document confers neither the right nor an expectation on any party to participate in the proposed Security Service Provider selection process.
23. When any proposal is submitted pursuant to this tender document, it shall be presumed by PFRDA that the bidder has fully ascertained and ensured about its eligibility to render service as a Security Service Provider, in the event of the same being selected ultimately to act as such, under the respective governing laws and regulatory regime and that there is no statutory or regulatory prohibition or impediment to acting as such Security Service Provider and it has the necessary approvals and permissions and further suffers no disability in law or otherwise to act as such.
24. PFRDA reserves the right to vary/alter/amend the eligibility criteria for the security Service Provider at any time, in its discretion, before the last date of submission of proposals.
25. The Security Service providers shall comply with and abide by such directions that PFRDA may issue from time to time.
26. The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documents received within the stipulated times shall become the property of PFRDA and will not be returned.
27. The proposal shall be valid for a period of three months from the date of opening of proposals. A proposal valid for a shorter period may be rejected as non-responsive.
28. Any matter relating to the appointment of security Service Provider or the procedure for the appointment of Security Service Provider shall be governed by the Laws of Union of India. Disputes, if any arising under the said process shall be subject to the exclusive jurisdiction of courts at New Delhi.

SECTION V

SCOPE OF WORK OF THE SECURITY AGENCY

The security agency shall have to provide round-the-clock security services in the PFRDA Office Premises as mentioned in this tender document.

The agency shall ensure protection of the personnel & property of the PFRDA, prevent trespass with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle inside the PFRDA premises. In case of any incident such as theft, robbery, fight, accident inside PFRDA premises, it is the responsibility of Security agency to coordinate with Nodal designated Officer in lodging of FIR, legal proceedings etc.

PFRDA may shift to another premises in Delhi/NCR in due course or during the contract period and in such case, the security services shall be provided without any disruption.

DUTIES AND RESPONSIBILITIES OF SECURITY STAFF

1. The Security Agency will be responsible for overall security arrangements of the PFRDA Office Premises entrusted/ covered in the contract.
2. Security Agency will ensure that all instructions of the administration are strictly followed and there is no lapse of any kind.
3. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
4. Deployment of Guards/Security Supervisors will be as per the instructions of the authorized nodal officer from time to time and the security agency will be responsible for their optimum utilization.
5. The Guards on patrol duty should take care of all the water taps, valves, water hydrants etc. installed in the open all over the premises.
6. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by any cattle.
7. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire- fighting material available on the spot. They will also help the fire-fighting staff in extinguishing the fire or in any other natural calamities.
8. In emergency situations, security staff/supervisor/Senior Security Supervisors deployed shall also participate as per their role defined in the disaster plan, if any, Security personnel should be sensitized for their role in such situations.
9. The Security Guards shall assist the visitors in reaching their desired department / locations.
10. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
11. Any other duties/responsibilities assigned by the Administration department may be incorporated in the agreement. The same shall also be binding on the security agency.

SECTION VI

TERMS AND CONDITIONS

1. The contract for providing the aforesaid security staff would continue for 02 years from the date of commencement of the contract/agreement. The period of the contract may be further extended beyond the original term, provided the requirement of the PFRDA for deployment of such security staff persists at that time. The contract may be curtailed/ terminated before the contract period, owing to deficiency in service or substandard quality of security staff deployed by the selected Service Provider or because of change in the PFRDA's requirements etc. or as may be specified in the contract to be signed between the parties. The PFRDA, however, reserves right to terminate this initial contract at any time without assigning any reasons.
2. The contract shall automatically expire after two years from the date of commencement of the contract, unless extended further by the mutual consent of contracting agency and PFRDA.
3. **GST registration number of PFRDA is 07AAALP0291L1ZU. The same may be noted for necessary compliance. Further, it is also informed that all the invoices generated by the service provider should carry the GST number of PFRDA.**
4. The contract may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the successful service provider and PFRDA.
5. The contracting Service provider shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of PFRDA.
6. The PFRDA, at present, has requirement of **8 nos. of Security Guards and One Security Supervisor**. The requirement of the PFRDA may further increase or decrease marginally, during the period of initial contract also and the successful bidder, awarded the contract, would have to provide additional Security staff, if required on the same terms and conditions.
7. The PFRDA reserves right to terminate the contract during initial period also without giving any notice period.
8. The security agency shall employ about 10% manpower from the category of Ex-Servicemen not above 50 years. The security agency shall provide satisfactory proof of Ex-Servicemen status of the Security Guards before their deployment. The security agency shall not employ any person below the age of 18 yrs. and above the age of 50 years. Employment of child labour will lead to the termination of the contract.
9. The security personnel deployed shall be the employees of the security agency at all times and all statutory liabilities will be paid by the security agency such as ESI, PF, Workmen's Compensation Act, etc. The security persons deployed by the agency should be properly trained, have requisite experience and having the skills for carrying out a wide variety of Security and firefighting services using appropriate materials and tools/ equipment.
10. The agency shall engage only such guards and supervisors, whose antecedents and health have been thoroughly verified, including character and police verification and other formalities. Also, the agency shall furnish police verification report in respect

of security personnel posted by it to the Authority. The agency shall be fully responsible for the conduct of his staff. The agency shall submit copies of the discharge books of ex-servicemen to PFRDA, before their deployment.

11. The agency at all times should indemnify PFRDA against all claims, damages or compensation under the provisions of payment of wages Act 1936, Minimum wages Act 1948, Employer's Liability Act 1938, Workmen Compensation Act 1923, Private Security Agencies (Regulation) Act 2005, Industrial Disputes Act 1947, Maternity Benefit Act 1961 or any modification thereof or any other law relating thereof and rules made hereunder from time to time in this regard. Payment of minimum wages, notified by the appropriate government, shall be ensured all the time.
12. The security agency 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-Policemen for training purpose at his own cost to ensure correct and satisfactory performance of his responsibilities under the contract.
13. Self-attested copy of valid registration certificate under Contract Labour (Regulation and Abolition) Act, 1970, would be collected subject to issuing award of contract to the successful bidder.

14. Place of Duty, Working Hours and Punctuality:

- a. The personnel so deployed shall have to report for duty at the above places or a new location, in case there is change of office within NCR. No extra liability on this account will be borne by PFRDA.
- b. The eight hours shift generally will be from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs. But the timings of the shift are changeable and shall be fixed by PFRDA from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed.
- c. The personnel will have to report to the office at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by PFRDA.
- d. 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 agency deployed, the supervisory staff will move in their areas of responsibility.
- e. The guards engaged by the agency shall be dressed in neat and clean uniform (including proper name badges), failing which invites a compensation of Rs.500/- on each occasions and habitual offenders in this regard shall not be allowed to be deployed.
- f. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/ Visitors and should project an image of utmost discipline. The agency shall have right to have any person moved in case of staff complaints or as decided by representative of the PFRDA if the person is not performing the job satisfactorily or otherwise. The security agency shall have to arrange the suitable replacement in all such cases.

15. **Compensation**

In case any of agency's deployed under the contract is (are) absent, compensation equal to double the wages of number of guards/supervisors absent on that particular day shall be payable to PFRDA and the same shall be deducted from the agency's bills.

a. In case any of agency's guards deployed under the contract fails to report in time and agency is unable to provide suitable substitute in time for the same it will be treated as absence and compensation of double the wages shall be payable to PFRDA.

b. In case any public complaint is received attributable to misconduct/misbehaviour of agency's guards, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from the agency's bill. Further the agency shall forthwith take steps for replacement of such guard.

16. The security agency shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis / ballams and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.

17. The agency will provide to the Authority a list of all personnel so deployed with permanent and present address along with their latest photographs.

18. It shall be responsibility of the agency to issue the employment card/photo/identity card to the workers and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act. Agency has to ensure that all its employees deployed in PFRDA invariably wear ID card during office hours.

19. The agency shall replace within twenty four hours any of its personnel, if they are unacceptable to the Authority because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence from duty/misconduct on the part of the Security supplied by the agency, upon receiving written notice from the Authority. Notwithstanding the above, the Authority shall have the right to ask to change /replace the personnel at any point of time without assigning any reason.

20. PFRDA shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the guards of the agency.

21. The agency shall be responsible for any damages done to the property of the Authority by the personnel so deployed. PFRDA will be free to recover it from the security deposit given by the agency or from any other dues or recover as per law.

22. The agency's personnel working in the Authority should be polite, cordial, positive and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Authority. The agency shall be responsible for any act of indiscipline on the part of persons deployed by him.

23. The Security staff deployed by agency in the PFRDA shall not claim any benefit, compensation, absorption or regularization of their services in the PFRDA either under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970. The agency shall have to obtain an undertaking from the deployed persons to the effect that the deployed person is the employee of the agency and shall submit the said undertaking to PFRDA. In the event of any litigation on the status of the deployed persons, PFRDA shall not be a necessary party to such proceedings, however, in any event, either the deployed persons or to the order of

the Court, the PFRDA is made a party to such dispute, the agency shall take all steps to protect the interest of PFRDA and the agency shall reimburse the expenditure that would have been borne by PFRDA to defend itself, if so required.

24. The agency shall ensure that the person deployed are disciplined and shall enforce in prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering and shall not engage in gambling, satta or any immoral act.
25. The agency shall be solely responsible for making payment directly to the deployed Security by 7th of each month.
26. 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 by PFRDA from the agency.
27. The security personnel deployed by the agency shall work under overall supervision & direction of the agency and shall be guided by the Head of the Department , (Administration Department) of PFRDA to the extent required.
28. The agency will properly maintain muster roll of the person employed/engaged in connection with the work at the premises of the PFRDA.
29. The agency shall raise the bill, in triplicate, along with attendance sheet duly verified for actual shifts manned/operated by the personnel deployed by the agency and submit the same to PFRDA by 3rd of the succeeding month.
30. The agency will be solely responsible for making the payment directly to its deployed personnel; since there may be occasional delay in releasing payment by PFRDA to the agency due to contingencies, payment of wages to the deployed personnel by agency should not be linked with receiving of payment from PFRDA and shall be independent of the same.
31. Payment to such workers must be made by the agency through e-transfer only. To ensure this, agency will get a bank account opened for every engaged guards.
32. The agency will ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted:
 - a. In order to ensure that such workers get their entitled wages by 7th of the following month, the following schedule will be adhered to:
 - i. Monthly bill cycle will be from 1st day of the previous month to last day of the month.
 - ii. Monthly bill as per above cycle, will be submitted by the agency in first week of following month.
 - iii. The agency must ensure that entitled wages of the workers are credited to their bank account on the 7th of the following month, agency will not be given any relaxation in this matter.
 - b. While submitting the bill for the next month, the service provider must file a certificate certifying the following:
 - Wages of workers were credited to their bank accounts on (date).
 - ESI Contribution relating to workers amounting to Rs. _____ was deposited on _____ (date) (Copy of the challan enclosed).
 - EPF contribution relating to workers amounting to Rs. _____ was deposited on _____ (date) (Copy of the challan enclosed).
 - All statutory labour Laws including Minimum Wage Act are in compliance.

- c. The agency should submit the bill in accordance with the above time schedule.
33. The entire financial liability in respect of security services deployed in PFRDA shall be that of the agency and PFRDA will in no way be liable for the same.
 34. For all intents and purposes, the agency shall be the “Employer” within the meaning of different labour Legislations in respect of security personnel deployed by it. There shall be no claim by such deployed persons of any employment in PFRDA. The persons deployed by the agency in the PFRDA shall be the employees of agency at all times and not have any stake or claims like employer and employee relationship against PFRDA.
 35. The agency shall be solely responsible for the redressal of grievances if any of its staff deployed in PFRDA. The PFRDA shall, in no way, be responsible for settlement of such issues whatsoever.
 36. The PFRDA shall not be responsible for any financial loss or any liabilities arising out of accident or death to any of the security staff deployed by agency in the course of their performing the functions/duties or for payment towards any compensation.
 37. Adequate supervision will be provided to ensure correct & effective performance of the security services in accordance with the prevailing assignment and instructions agreed upon between the two parties. The security personnel shall ensure that there is no unidentified/ unclaimed/suspicious objects/person in the buildings/premises. The vehicles that enter into the premises must be identified, noted in the register and parked at designated places.
 38. The agency’s personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as all are of confidential/secret nature.
 39. The agency will be responsible for compliance of all statutory provisions including Minimum Wages, Provident Fund, and Employees State Insurance, contract labour and any other applicable law in respect of the persons deployed by them in PFRDA. The PFRDA shall have no liability in this regard. Payment of the bill will be made only after successful submission of statutory payment receipts.
 40. The agency shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to PFRDA to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.
 41. The agency shall maintain all statutory registers under the Law and submit periodical returns and statements. The Service Provider shall produce the same, on demand, to the concerned authorities and to PFRDA or any other authority under Law.
 42. The Tax Deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended from time to time and a certificate to this effect shall be provided to the agency by PFRDA.
 43. In case, the service provider fails to comply with any statutory /taxation liability under appropriate law, and as a result thereof the PFRDA is put to any loss / obligation, monetary or otherwise, the PFRDA will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms or shall be entitled to recover the same by legal recourse.
 44. The agency shall submit proof of deposit of PF/ESI and of other statutory dues, payable by it in respect of its staff, deployed in PFRDA, which shall be a condition precedent for payment of its bills.

45. In case of breach of any terms and conditions as specified in the contract and signed between the parties, the Performance Security Deposit of the Security Service Providers will be liable to be forfeited by the PFRDA besides, annulment of the contract and other legal resource.
46. The successful bidder who is awarded the contract by PFRDA will retain all the documentary proof/papers deposited with the respective statutory bodies/Government departments, i.e., Employees State Insurance, Provident Fund and Service Tax. All such documents/papers will be necessarily submitted within seven days by the Security Service Provider as and when they are requisitioned by PFRDA, failing which a penalty of Rs.100/- per day shall be deducted from the monthly bill of the agency.
47. The PFRDA reserves the right to withdraw / relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage for the smooth and timely provision of services.
48. Any delay or forbearance on the part of PFRDA or any waiver of its rights or condonation of any acts, on the part of PFRDA shall not be construed as a waiver of the obligations of the agency and it shall continue to be liable for all such acts or defaults.

SECTION VII

BIDDER DETAILS FORM

Tender for Providing Security Services to PFRDA

S.No	Description	Information			
1	Name of Tendering Security Service Provider				
2	Date of Incorporation of Company/firm (Attach ROC Registration certificate/Partnership Deed/ or any other relevant legal document)				
3	Details of Earnest Money Deposit	DD/Fixed Deposit Receipt No. date of Rs. 50,000/- drawn on Bank			
4	Name of Director/ Partner/Proprietor	Sr No.	Name of the Director/Partner /Proprietor	Mobile No.	Email id
5	Full Address of Registered Office: Telephone No. : FAX No. : E-Mail Address :				
6	Full address of Operating Branch/Office: Telephone No.: FAX No. : E-Mail Address :				
7	Banker of the Security Service Provider (Attach self attested copy of statement of A/cfor the last Three months)				
8	PAN No./GIR No.: (Attach self attested copy)				
9	GST Registration No (in respect of Security Services) (Attach self attested copy)				
10	Employee Provident Fund Registration No (Attach self attested copy)				

11	Employee State Insurance Registration No.: (Attach self attested copy)	
12	Name, designation, email id and contact no. of the official who shall be contacted in case of requirement of additional documents/clarification, if any.	Name: Designation: Email id: Contact Number:

13. Wrt exclusive turnover from security services, the bidders have to submit the CA certificate for the last 03 Financial Years i.e. 2019-20, 2020-21 and 2021-22 mentioning the annual turnover of the entity **exclusively** from Security Services for the specified periods. (Attach separate sheet if space provided is insufficient) For the FY 2021-22, CA certificate/declaration mentioning the turnover exclusively from security services may be on the basis of provisional financial statements.

Financial Year	Exclusive turnover from Security Services Amount (Rs.Lacs)	Remarks, if any
2019-20		
2020-21		
2021-22(on the basis of provisional financial statements)		

14. Copies of CA certified balance sheets alongwith profit and loss statements substantiating the profits made by the entity for any 3 years out of the last 5 financial years from 2017-18 to 2021-22. Further, for the FY 2021-22, the bidders may submit the unaudited / Provisional Balance Sheet alongwith the profit and loss statement with the Tender. The shortlisted bidder shall submit the certified balance sheet, if the firm conducts formal audit of its accounts **within three months** of awarding the contract.

15. Give details of the major similar contracts handled by the tendering Security Service Provider during the last five years (i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22) in the following format (if the space provided is insufficient, a separate sheet may be attached):

Sr.No.	Name of the Client, Address, telephone No.	Security services provided		Amount of Contract (in Lacs)	Duration of Contract	
		Type of Security provided	No.		From	To

16. Submit Experience Certificate from at least three clients, to whom services have been provided by tendering security service provider in the past. The certificate should preferably be from Govt./PSU clients or reputed companies and the same should be submitted in original or the copy of it, should be self-attested.

17. Additional information, if any. (Attach separate sheet, if required)

Signature of authorized person

Date:

Name:

Place:

Seal:

SECTION VIII

FINANCIAL / PRICE BID FORMAT

(Date)

The General Manager,
Administration Department,
Pension Fund Regulatory and
Development Authority,
New Delhi

Dear Sir/Madam,

Ref: Tender for Selection of Security Services Provider for PFRDA

Having examined the Tender documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the Tender for Selection of Security Services Provider.

To meet such requirements and to provide services as set out in the tender document, we attach hereto our response as required by the tender document, which constitutes our proposal.

We undertake, if our proposal is accepted, to adhere to the terms and conditions put forward in the tender and the agreement to be entered with PFRDA.

If our proposal is accepted, we will submit a Performance Bank Guarantee issued by a scheduled commercial bank in India as acceptable to PFRDA.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document as also in the contract to be signed with PFRDA for provision of Security services.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to the PFRDA are true, accurate and complete. This bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead PFRDA as to any material fact." we understand that if any point of time it is noticed/discovered by PFRDA that the information given by us is false or incorrect or misleading PFRDA shall have the right to take such necessary action as it may deem fit including cancellation of contract and or any other action.

It is hereby confirmed that I/we are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of 2022

(Signature) (In the capacity of)

Duly authorized to sign the bid response for and behalf of:

(Name and Address of Company)

(Seal/Stamp of bidder)

Witness

Signature:

Witness Name:

Witness Address:

PRICE BID:

S.No	Designation	No. of Persons required	Rate per person per shift	Rate per Person per month	PF	ESI	Total
1	Security Guards (Unskilled)	8					
2	Security Supervisor (Skilled)	1					
						Total	Rs.
			Service Charges @ %				Rs.
			GST @ %				Rs.
			Grand Total				Rs.

□ Rates quoted should be equal to or more than the minimum wages prescribed under Minimum Wages Act, 1948 as applicable in the NCT of Delhi.

- * The financial bid to be considered as complete only after inclusion of applicable taxes.
- * If the rates of any post quoted are less than the minimum wages as prescribed by Govt. of NCT of Delhi, the bid will be rejected.
- * Agency's Administration/Service Charges cannot be "NIL" or "Zero or such that it has been kept deliberately low to secure the contract.
- * If any of the statutory liability (PF / ESI) is not included above, the bid will be rejected.

Signature of authorized person

Date:

Full Name:

Place:

Seal:

Notes:

1. The rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which services has been performed by each deployed Security, on the basis of Attendance duly verified by the PFRDA.

SECTION - IX
ANNEXURE 1
SELF-DECLARATION – (a) NO BLACKLISTING AND
(b) AUTHENTICITY OF THE DOCUMENTS
SUBMITTED AS A PART OF THIS TENDER

Date:

The General Manager

Pension Fund Regulatory and Development Authority
Administration Department,
New Delhi

Dear Sir/Madam,

Ref: Tender for Selection of Security Service Provider for PFRDA

In response to the Tender Document for Selection of Security Services Provider for PFRDA, I/ We hereby declare that presently our Company/ firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/firm _____ is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission including violation of relevant labour laws.

It is also declared that all the information provided as a part of this tender is true and all the documents submitted are authentic and in case any deficiency is found by the Authority at a later date even after selection, Authority is liable to terminate the services/contract/agreement without any recourse and may take due action as deemed fit in the circumstances, including blacklisting of the applicant/bidder.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full, our guarantee may be invoked by PFRDA and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be barred from bidding in future against any other tender.

Thanking you,

Yours faithfully,

Place:

Signatures

Date:

Name

Seal of the Organization