

FILMS DIVISION
MINISTRY OF INFORMATION AND BROADCASTING
GOVERNMENT OF INDIA
24, DR. G. DESHMUKH MARG, MUMBAI-400026

BID THROUGH GeM PORTAL FOR PROVIDING MANPOWER SERVICE FOR SECURITY GUARDS SERVICE

NAME OF WORK:- BID THROUGH GEM FOR PROVIDING MANPOWER SERVICE OF SUPERVISOR AND SECURITY GUARDS FOR THE PERIOD OF ONE YEAR.

Last Date & Time of Submission	As per Bid Specification uploaded on GEM Portal
Date & Time of Opening	As per Bid Specification uploaded on GEM Portal
EMD Amount	As per Bid Specification uploaded on GEM Portal

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GEM BID NOTICE

Bid for procurement for providing manpower service for Security Guards is invited from eligible security service agencies for Films Division, including NMIC, Ministry of Information and Broadcasting, Government of India, 24, Dr. G. Deshmukh Marg, Mumbai-400026 for a period of one year and extendable upto one year subject to satisfactory performance and mutual consent.

Bidders have to deposit the Earnest Money Deposit (EMD) of requisite amount as per bid details on GEM portal in the form of Demand Draft drawn in favour of "Sr. Accounts Officer, Films Division" payable at Mumbai.

The interested bidders should upload duly filled signed Bid form and their bids along with scanned copies of all the relevant certificates, documents, etc. in support of their technical bids - all duly signed on the GEM portal within the stipulated last date of BID.

Bid Documents are also available for viewing on the websites of Films Division i.e. www.Films Division.nic.in.

-Sd-

Asstt. Administrative Officer

Terms and Conditions of Bid

- A. Estimated Bid Value:- As per GEM.**
- B.** Period of Contract:-The Contract shall initially be for a period of one year and may be extended further for a period for up to one year subject to satisfactory performance, on the same terms and conditions. The rates quoted by the bidder shall remain unchanged during the first year of contract except change in minimum wages as per the notification of Government and corresponding changes in ESIC, PF contribution and if any. Films Division, however, reserves the right to terminate the contract at any time without assigning any reason thereof by serving one months notice.
- C.** Earnest Money: EMD of requisite amount as per bid details on GEM portal to be deposited, in form of DD favouring "Sr. Accounts Officer, Films Division" payable at Mumbai latest by closing date & time of the bidding at FILMS DIVISION, Ministry of Information and Broadcasting, Government of India, 24, Dr. G. Deshmukh Marg, Mumbai-400026.
- D.** Last date of submission: Last Date of uploading of Bid is stipulated on GEM Portal.
- E.** Date of opening of Bids: Technical bid will be opened on stipulated date and time on GEM Portal.
- F. ELIGIBILITY CRITERIA:**
1. The bidder should have valid License under The Bombay Shops and Establishment Act, 1948 as amended from time to time.
 2. The bidder should have regular office-establishment in Mumbai Metropolitan Region. For this purpose, the applicant should be having latest proof of address in the form of any of the documents such as copy of telephone bill electricity bill or registered lease deed or leave & license agreement.
 3. The bidder should have completed the following work in the last 3 years:
 - (i) **One similar work atleast 80% of the bid value. Or**
 - (ii) **Two similar work each atleast 50% of the bid value. Or**
 - (iii) **Three similar work each atleast 40% of the bid value.**
 4. The bidder must be registered in Requisite Labour Acts, GST, ESIC & EPFO.
 5. The bidder must have a PAN number.
 6. The Bidder/Tenderer must have a valid and effective License issued under Private Security Agencies (Regulation) Rules, 2009, to engage in the business of Private Security Agency issued by statutory authority. Attach a copy of valid and effective License issued under the Maharashtra Private Security Agencies (Regulation) Rules, 2009.

7. Firm should possess experience of at least 3 years of executing Mechanized providing security service
 - (i) Average Annual turnover of the Agency during each of three financial years (2017-18, 2018-19, and 2019-20) should be as stipulated on GEM portal for current bid. The average annual turnover of bidders must be duly certified by the appropriate CA Agency/any other authority.
8. The bidder firm should not have been indicted for any criminal, fraudulent or anti-competition activity and not been blacklisted by any Govt .Departments/Films Division/PSU/
9. In case of similar lowest rates of more than one bidder, Preference should be given in following manner:
 1. First, The lowest bidder with maximum experience in Government (State/Central) or Government Undertaking/ PSU; if still more than one bidders are eligible as L1 (Lowest) then,
 2. Second, the highest average annual turnover during each of the last 3 financial years 2017-18, 2018-19 and 2019-20

G. DOCUMENTS TO BE UPLOADED:

Bidder firms which fulfil the above eligibility conditions may upload the technical bid along with the scanned copy of following documents failing which their bids may be rejected.

- Copy of shop and establishment license
- Copy of valid and effective License issued under the Maharashtra Private Security Agencies (Regulation) Rules, 2009.
- Copy of Audited Accounts Statement of annual turnover for last three financial years (2017-18, 2018-19 and 2019-20).
- Registration / Incorporation Certificate of firm.
- Scanned copy of EMD
- Proof of registration with Labour authority, GST, ESIC, EPFO.
- Copies of satisfactory work completion report in support of eligibility conditions number 1 and 4 above. Satisfactory Work Completion report shall be considered for determining the work experience of the bidder.
- Copy of PAN Card.
- Declaration as per format at Annexure A.
- Scanned Bid Document containing all terms and conditions of the bid duly Signed and Stamped by the bidder.

Note : Only Agencies except for Govt. companies / PSUs, etc. having Valid Registration under ESIC, EPF & other statutory law required for providing Security services shall apply. The Govt. Companies / PSUs must ensure that all the workers engaged by them must get benefits under ESIC/EPF scheme & fulfil all other statutory requirements for this job.

OTHER TERMS AND CONDITIONS**Evaluation of technical and financial bid**

1. The Bidders are required to upload Technical bid as per Bid Specification uploaded on GEM Portal.
2. Each and every page of attached document should be signed and stamped by bidder or its authorized representative of Bidders.
3. The competent authority of Films Division reserves the right to reject all or any Bid in whole, or in part, without assigning any reason thereof.
4. Lowest financial bid will be evaluated based on overall lowest rate quoted by the bidder as per GEM guidelines.
5. The earnest money shall be refunded to the unsuccessful Bidders after finalization of the contract. It shall be refunded to the successful Bidder on receipt of performance security deposit. No interest is payable on the EMD.
6. The bid shall be valid for 90 days from the date of opening.
7. Incomplete or Conditional bid in any work form shall be rejected out rightly.
8. In case the successful Bidder declines the offer of Contract, for whatsoever reason(s), their EMD shall be forfeited.
9. A formal contract shall be executed into with the successful Bidder. In this contract, the successful Bidder shall be defined as Contractor.

Performance Security Deposit

The successful Bidder will have to deposit a Performance Security Deposit as per Bid Details on GEM in form of Bank Guarantee/Demand Draft of a Nationalized bank in favor of "Sr. Accounts Officer, Films Division,, Mumbai" valid for 60 days beyond the expiry of period of one year's contract and further renewable.

The successful Bidder will have to deposit the Performance Security Deposit and execute the contract within 15 days of acceptance of Bid.

GENERAL CONDITIONS OF CONTRACT (GCC)

1. The Bidder would be wholly responsible for the job to be performed.
2. The persons deployed by the Bidder should be properly trained, have requisite experience and skills for carrying out a wide variety of security service work using appropriate materials and tools/equipments.
3. To ensure the Health and safety measures of the employees.
4. The Bidder will be responsible for supply manpower for security service.
5. Employment of child labour will lead to the termination of the contract. The Contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The Contractor shall be fully responsible for the conduct of his staff.
6. The Contractor at all times should indemnify against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Films Division will not own any responsibility in this regard.
7. In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by Films Division and annulment of the contract.
8. The staff shall be in proper uniform as approved by Films Division and with their identity card properly displayed.
9. Films Division will provide space for a store room to the Contractor in the premises.
10. The Contractor shall ensure that their managers / supervisors are equipped with mobile phones.

Variations

The Asstt. Administrative Officer Films Division, 24, Dr. G. Deshmukh Marg, Mumbai-400026 may order variations in the scope or quantum of work through a written order. The payment for the variation shall be worked out on the basis of contract rates for manpower.

Payment Procedure:

The contractor shall submit bill in triplicate by the 7th day of each month for the work executed up to end of previous month in a prescribed format as approved by Films Division. Bill must be raised based on the rate quoted in Bid. However, the payment to workers will not be linked to the release of payment to contractor from Films Division.

The bill must be supported with the following documents:-

- a. Attendance sheets with biometric attendance accompanied along with salary payment certificates supported by bank statement wages sheets of all the workers and staffs deployed, certified copy of ESIC, PF challan along with details of deduction of each employees and GST challan.

After submission of monthly bill complete in all respect by the contractor. Films Division shall check the bill with the help of contractor & certify for payment. All the bills shall be paid on monthly basis. All the statutory responsibilities lie with the contractor and Films Division is not responsible for any statutory non compliance as per labor law.

Liquidated damages: As per GeM Service lease agreement. (SLA)

MANPOWER:

The contractor shall provide the following on contractual basis for Films Division, NMIC and its campus for a period of one year as per specification given below:

1	Name of Work	Providing Mechanized Security Services with Manpower as per BID	
2	Period of Work	One Year.	
3	Manpower	Security Supervisor	03 (Three) (2 male+1 Female)
		Security Guards	15 (Fifteen) (12 male guard+ 3 female Guards)
4	Area	Phase I building (basement+Ground+ 10 th floor, Phase II building basement+Ground + 9 th floor, J. B. Hall, NMIC building(basement + Ground+ 4 th floor and Gulshan Mahal(Ground + 2 nd floor),parking basement of 2 floor and surrounding area	
5	Estimated Cost	As per GEM	

The Contractor shall pay Minimum Wages, EPF contribution, ESIC contribution, to the contract employees engaged at Films Division premises. Contractor shall employ adult and skilled / trained guards only.

Contractor shall ensure timely payment of all statutory dues like ESIC, EPF and service tax etc. and ensure compensation as per payment of Wages Act, Minimum Wages Act etc. Payment of wages to the workers shall be made only through bank transactions.

The Contractor shall engage only such guards, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The Contractor must also ensure that they are of decent character, sound health and possess general abilities to carry out the required works and are also able to read instructions written in Hindi.

The Contractor shall provide photo-identity cards and uniforms to the workers and it should be ensured that all the workers wear proper uniform and displays identity card throughout the working hours.

The Films Division reserves the right to bar any worker, employed by the Contractor, for carrying out the works, if there happens to be any complaint of misconduct / misbehaviour on the part of the manpower deployed by the Contractor. Such person will have to be replaced by the Contractor at his own costs, risks and responsibilities immediately, with written intimation to Films Division.

The Contractor should ensure to maintain required no. of manpower and also arrange a pool of reserve security guards/supervisor. In case any security guards/supervisor absences from the duty, the reliever of equal status shall be provided by the Contractor from an existing pool of security guard.

Note: - The number of manpower required is likely to increase or decrease depending upon the actual requirement.

Risk Clause

The Bidder shall at all times have standby arrangements for carrying out the work under the Contract in case of any failure of the existing arrangement.

Films Division reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other contractor at the cost, risk and responsibilities of Contractor and excess expenditure incurred during the notice period on account of this will be recovered by Films Division from the Contractor's Security Deposit or pending bill or by raising a separate claim.

- All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the Films Division.
- Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the Films Division and shall not knowingly lend to any person or company any of the effects or assets of the Films Division under its control.
- In the event of loss/damage of equipments etc. at the premises of the Films Division due to negligence/carelessness of Contractor staff, then the Contractor shall compensate the loss to Films Division.
- The Contractor will also maintain a suggestion book for comments on the services rendered by it.
- The Contractor shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the Films Division's premises and shall indemnify Films Division for any loss or damage caused by any act of the Contractor or its employees or staff etc.

- The Contractor shall not assign or sublet this Agreement or any part thereof to any third party without the approval of the Films Division. However, he may use the services of associates for providing the services in which case the Contractor shall be responsible for the performance and all acts of the associates as though they were his own.
- In every case the Contractor shall make alternative arrangements for meeting his contractual responsibilities in case of failure of the Associate.
- Licenses if any required for Security services at the site will be procured by the Contractor.

Dispute Settlement

It is mutually agreed that all differences and disputes arising out of or in connection with this Agreement shall be settled by mutual discussions and Negotiations, if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the Sole Arbitrator appointed by Director General, Films Division 24, Dr. G. Deshmukh Marg, Mumbai-400026, whose decision shall be final and binding on both the parties.

Termination clause

During the period of agreement if it is found that the agency is not providing proper services or charging by fraudulent manner or otherwise, the whole security deposit deposited with Films Division or part thereof shall be forfeited in favor of Films Division and agreement will be terminated after giving 30 days notice.

SCOPE OFWORK

Security Services

1. The Bidder/Tenderer shall ensure protection of the personnel and property of the Films Division, present in the assigned area without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs, cattle and anti-social elements and unauthorized persons in the office premises of the company at various locations. Frequent night visit and visit on holidays/Saturdays/Sundays for checking of security guards will be arranged by Bidder/Tenderer/Security Agency and their reports will be submitted to authorize officer of the Company on fortnightly basis.
2. The Security Supervisor will be responsible for overall security arrangement of the office premises of the Films Division at various locations covered under the Contract.
- 3 The Security Supervisor will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
- 4 The Security Guard/Supervisor will ensure that no outsiders are allowed to enter in the building without proper Gate Pass issued by them.
- 5 The Security Guards/Supervisor will ensure that no items are allowed to be taken out without proper Gate Passes issued by the Competent Authority/Authorized Officers for in and out movement of store and moveable items.
- 6 The Security Guards/Supervisor will allow officers and employees of the Company in the office premises after checking Identity Cards issued to them and no outsider will be allowed.
- 7 Deployment of Security Guards/Supervisor will be as per the instructions of the authorized officer of the Films Division and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.
- 8 Security Personnel deployed in the office premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced /increased.
- 9 The Security Guards/Supervisor will also take round of all the important and sensitive points of the premises including passages on both sides of the office building so as to ensure that no person occupies the space or keep their belongings as specified by the authorized official of the company.
- 10 The Security Guards/Supervisor shall also ensure door keeping duties for NMIC and screening programs.

- 11 The Security Guards on duty will also take care of staff cars/vehicles parked in front of office premises and keep watch on it for safe keeping on the basement
- 12 The Security Guards on patrol duty should take care of all the water taps, valves, water hydrants etc. installed in the office premises.
- 13 The Security Guards/Supervisor should ensure that flower plants and pots are not damaged either by the staff or by the outsiders.
- 14 The Security Guards/Supervisor 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.
- 15 In emergent situations, Security Guards/Supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the Films Division. Security Guards/Supervisor should be sensitized for their role in such situations.
- 16 The Security Guards/Supervisor are required to display mature behaviour, especially towards female staff and female visitors.
- 17 The Security Guards on duty shall not leave the premises until his reliever reports for duty.
- 18 The Security Guards will physically check the packets, bundles, brief cases, hand bags or any other things carried by the various contractor's labour/manpower while entering and leaving/going out of the building/premises to prevent theft, pilferage and mischief.
- 19 The Security Guards/Supervisor will wear clean and gracious uniform with cap, socks, boots, whistles, dandas and rain protective equipments etc. provided by the Bidder/Tenderer.
- 20 The Security Guards/Supervisor will not allow hawkers/book-sellers to occupy space in front of office premises on all working days and on Holidays/Saturdays/Sundays etc. and take suitable steps to stop them to occupy the space in front of office premises and passages on both sides.
21. The Bidder/Tenderer will issue Name Badges/Identity Cards with their photographs to all the Security Guards deputed for the Films Division and the Bidder/Tenderer has to ensure that all Security Guards wear such Name Badges/Identity Cards during duty hours.

TIME SCHEDULE:-

- a) The service provider shall ensure good security male and female guard 6 days of every week
- c) The prescribed reporting & relieving timings for personnel to be deployed daily on regular basis may be as under: (the prescribed timings are suggestive in nature to ensure presence of personnel during entire service timing 24 hours & within the eight-hour roster of individual personnel: however, the service provider in consultation with the authorized person of the department. May chalk-out his own deployment /shift roster)

Reporting Time	Reliving Time	Minimum number/Particulars of Personnel
7.00 AM 3.00 PM 11.00 PM	3.00 PM (1 st shift) 11.00 PM (2 st shift) 7.00 AM (3 st shift)	Total 6 guards on main gate Each shift 2 male guards will be deputed
9.00 AM	6.00 PM	Shift NMIC) Total 12 Security personnel(3 Supervisor + 9 male +female guards)

Annexure A**TECHNICAL BID FORM- (To be filled up, signed and upload the scanned copy)**

For Security Service in Films Division 24, Dr. G. Deshmukh Marg, Mumbai-400026.

1	NAME OF BIDDING COMPANY / FIRM	
2	NAME OF OWNER / PARTNERS/ DIRECTORS	
3	ADDRESS OF OFFICE/OFFICES FULL PARTICULARS OF OFFICE	
4.	ADDRESS WITH TELEPHONE NO., FAX NO. & E-MAIL ADDRESS	
5.	REGISTRATION DETAILS :	
6	COPY LICENSE ISSUED UNDER THE MAHARASHTRA PRIVATE SECURITY AGENCIES (REGULATION) RULES, 2009	
7	SHOP AND ESTABLISHMENT REGISTRATION	
8	GST NO.	
9	EPF REGISTRATION NO.	
10	ESIC REGISTRATION NO.	
11	PAN NUMBER	
12	Others (pl. specify)	
13	BANK DETAILS	
14	NAME & ADDRESS OF BANK	
15	ACCOUNTS NO.	
16	IFSC CODE	

Annexure B**DETAILS FINANCIAL STATEMENT, PROFIT AND LOSS STATEMENT DURING LAST THREE YEARS.**

S.No.	FINANCIAL YEAR	INCOME (RS.)	EXPENDITURE(R S.)	NET PROFIT / LOSS
1	2017-18			
2	2018-19			
3	2019-20			

DETAILS PROVIDING MANPOWER FOR SECURITY SERVICE WORK ORDER AS PER ELIGIBILITY CRITERIA IN FOLLOWING PROFORMA:- (attach extra sheet if required)

S.NO.	NAME & ADDRESS OF THE ORGANIZATION	VALUE OF CONTRACT	DURATION OF CONTRACT		Satisfactory Work Completion Certificate (Yes/No)
			FROM	TO	

SIGNATURE OF OWNER/MANAGING PARTNER/DIRECTOR

DATE:

NAME:

PLACE:

SEAL:

Govt. Company's /PSUs will submit a declaration that all workers employed by them will have ESIC/EPF No. & will fulfil all statutory requirement required for this job.

Note :

*No overwriting /cutting and correction are allowed and such offers will be totally rejected.

*Security charges for per person per month in words and figures should be indicating. The relieving charge will be payable if arrangement of reliever is made during leave/weekly off days.

1. Payment shall be made for the actual man days of employment. Attendance will be verified by Caretaker/authorized official by Asstt. Administrative Officer, Films Division, Mumbai.
2. In case of absence of any of the above mentioned workers without providing suitable replacement, penalty shall be levied as per GEM SLA. However, penalty can be waived off by Director General, Films Division, Mumbai In case of natural calamities or situations beyond the control.
3. All the above workers must be qualified & experienced in their relevant field & capable to perform their duties.
4. Wages should not be less than the prescribed minimum wages by the central Govt.
5. Uniform, Identity Cards, Name Plates have to be provided to each and every Staff. Bio-Data of each staff should be maintained and whenever asked for will have to be shown/provided immediately.
6. Increase in minimum wages of workers will be paid extra accordingly as per Minimum wages Act & corresponding ESIC/PF contribution.

Annexure C**DECLARATION**

I,

Proprietor/Partner/Director/ Authorized Signatory of----- am competent to sign this declaration and execute this Bid document;

- i. I have carefully read and understood all the terms and conditions of the Bid and hereby convey my acceptance of the same.
- ii. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my Bid at any stage and liabilities towards prosecution under appropriate law.
- iii. I have apprised myself fully about the job to be done during the currency of period of agreement and also acknowledge bearing the consequences of non performance or deficiencies in services on my part.
- iv. Company/firm has done in past satisfactory/disciplined work and not blacklisted in past by any client.

Signature of Owner/Managing Partner/Director

Date:

Full Name:

Place:

Company's Seal:

Annexure D

N.B.: Scanned copy of the above declaration, duly signed and sealed, should be uploaded with Technical Bid.

Check list of documents (signed stamped and scanned copies)

Tender for providing manpower for security service at Films Division, Mumbai.

Name and Address of the Applicant: _____

Sr. No	Document	Page No.	Yes/No
1.	Bid document signed and stamped		
2.	Audited accounts statement (2017- 18, 2018-19 , 2019-20)		
3.	Registration/Incorporation certificate		
4.	E.M.D		
5.	Shop and Establishment Registration		
6.	copy License issued under the Maharashtra Private Security Agencies (Regulation) Rules, 2009		
7.	GST registration		
8.	ESIC Registration		
9.	EPFO Registration		
10.	PAN Number		
11.	Declaration as per annexure C		
12.	Satisfactory Completion Certificate copies		