



UTTAR PRADESH METRO RAIL CORPORATION LIMITED

**Provision of Security Guards at UPMRCL, Administrative Building,
Gomti Nagar, Lucknow.**

Tender LKSecurity - 01

TENDER DOCUMENT

**UTTAR PRADESH METRO RAIL CORPORATION LTD.
Administrative Building, Vipin Khand, Gomti Nagar
Near Dr.Bhimrao Ambedkar Samajik Parivartan Sthal,
Lucknow-226010, Uttar Pradesh, India**

BID DOCUMENT

Uttar Pradesh Metro Rail Corporation (UPMRC) Ltd. invites Open Tenders from eligible applicants for the work “LKSecurity – 01: Provision of Security Guards at UPMRCL, Administrative Building, Gomti Nagar, Lucknow”.

Key Dates

Bid Title	LKSecurity – 01: Provision of Security Guards at UPMRCL, Administrative Building, Gomti Nagar, Lucknow.
Earnest Money Deposit(EMD)/Tender Security	Rs. 01 (One) Lakhs (In form of Demand Draft in favour of “Uttar Pradesh Metro Rail Corporation Ltd” payable at Lucknow)
Duration of Contract	03 (Three) years
Cost of Tender documents	INR 5,900/- (inclusive of 18% GST) (Demand Draft on a scheduled commercial bank based in India in favour of “Uttar Pradesh Metro Rail Corporation Ltd”) payable at Lucknow
Tender documents on sale:	From 04.01.2021 to 22.01.2021 (between 09:30 hrs to 17:30 hrs) on working days
Date & time of Submission of Tender	29.01.2021 upto 15:00 Hrs.
Date & time of opening of Tender	29.01.2021@15:30 Hrs.
Authority and place for purchase of tender documents, seeking clarifications and submission of completed tender documents.	Chief Engineer/ Contract, Uttar Pradesh Metro Rail Corporation, Administrative Building, Vipin Khand, Gomti Nagar, Near Dr.Bhimrao Ambedkar Samajik Parivartan Sthal, Lucknow-226010, Uttar Pradesh, India Email: cecontractlmrc@gmail.com

- * Tender cost and Tender Security/EMD is exempted for bidders registered under Micro, Small & Medium Enterprises (MSME) and NSIC for appropriate category “**Private Security Activity**” under Group 801 of National Industrial Classification-2008 (NIC-2008). Bidder should have valid registration certificate as on due date of tender submission. In absence of any of the above requirements no exemption for ‘Tender Cost & Tender Security’, will be allowed and tenderers eligibility shall be dealt as if they are not registered with MSMEs. No further clarification shall be sought on the above.

GENERAL CONDITIONS

- 1.1. The UPMRCL reserves the right to reject all or any application/proposal and to annul the Bidding Process and reject all proposals, at any time without assigning any reason thereof. Conditional or Incomplete Applications for engagement are liable to be rejected.
- 1.2. All the pages of the tender document, duly stamped and signed by the authorized signatory of applicant(s) should be submitted in original, unless specified otherwise, in their respective envelopes, failing which the tender will be treated as invalid.
- 1.3. The tender must be submitted on or before the date and time mentioned in the tender document. Submit the tender in three separate sealed envelopes clearly marked with the name of the tenderer and with,
 - Tender Security for Contract LKSecurity-01
 - Technical Package of LKSecurity-01
 - Financial Package of LKSecurity-01

Tenderer may seal all the above three packets in one big envelop.

These shall be addressed to Chief Engineer/ Contract, UPMRCL and submitted to the Office of the Chief Engineer/ Contract at the address given in the Tender Documents.

- 1.4. Late tenders (received after due date and time of submission of bid) shall not be accepted under any circumstances.
- 1.5. Tenders shall be valid for a period of 90 days from the date of submission of Tenders and shall be accompanied with a tender security of the requisite amount in the form of a Demand Draft from Scheduled Commercial Bank in India.
- 1.6. No over writing/cutting/insertion in the bid application is allowed. The Application once submitted would be binding on the Party and any subsequent alteration/amendment will not be entertained.
- 1.7. UPMRCL will open the sealed envelopes and determine whether each application is 'responsive' to the Eligibility requirements of the tender document.
- 1.8. If Eligibility criteria are not fulfilled, in any manner whatsoever, the application shall be liable to be treated as non-responsive. The decision of UPMRCL as to responsiveness of an application shall be final and conclusive

and binding on the applicant and shall not be called into question by any applicant on any ground whatsoever.

- 1.9. UPMRCL, without being under any obligation to do so, reserves the right to call for any clarifications during the process of checking of responsiveness of an application and to reject any application which is non-responsive. However, no applicant shall have the right to give any clarification unless asked for by UPMRCL. However, no additional documents will be called or entertained after opening of tender.
- 1.10. Any tender not accompanied by an acceptable EMD/Tender Security shall be rejected considering it as a non-responsive and their Technical Package shall not be opened and if opened then it will not be evaluated.
- 1.11. The tender security shall be forfeited:
 - if the Tenderer withdraws his Tender during the period of Tender validity;
or
 - if the successful Tenderer refuses or neglects to execute the Contract.
- 1.12. Envelope containing tender security will be opened first and details will be read out for the information of representative of tenderers. After that the Technical Packages of tenderer shall be opened in the presence of tenderers or their representatives who choose to attend on date & time as mentioned in tender document in the office of the Chief Engineer/Contract, UPMRCL. Technical package of those tenderers who have not submitted tender security shall not be opened.
- 1.13. The sealed financial package of all tenderer will be kept in the safe custody of the Employer and will be opened on a subsequent date after evaluation of technical packages. Financial packages of only those tenderers whose submissions are found substantially responsive and technically compliant will be opened. The time of opening of financial package shall be informed separately and tenderers can be present to witness the opening.

SCHEDULE OF REQUIREMENT

UPMRCL invites sealed offers for Provision of Security Guards at UPMRCL, Administrative Building, Gomti Nagar, Lucknow taking into account the following conditions:

- 1) UPMRCL has requirement of manpower as detailed in “section D” of the bid document. The requirement of UPMRCL is only indicative and may vary (increase or decrease) during the period of contract depending upon the exigency of work.
- 2) The remunerations indicated in Section-D is excluding ESI, weekly rest, leave reserve, EPF & allowances (if any). The contract will be initially for a period of **(03) Three years** and is likely to commence from the date of deployment of manpower after completing pre-deployment formalities listed in tender document which may be extended for a further period depending upon the requirements of manpower, administrative convenience of UPMRCL and performance of the agency.

A. Liabilities, control etc. of the person deployed: -

1. Special conditions for the tenderer

- a) The agency will deploy Security guards in approved uniform during duty period.
- b) The benefits of revision of minimum wages rates by the Government shall be extended to the agency and further to security guards.
- c) Agency will be responsible to pay the salary to the security guards according to Minimum Wages decided by the Government of Uttar Pradesh for Semi-skilled labourer.
- d) Agency shall be solely responsible for any incident/accident/loss during the period of deployment of security guards of the agency and no claim shall be entertained by UPMRCL in this regard.
- e) The duty roster of guards including reliever shall be approved by UPMRCL. If any guard is found on continuous duty without rest i.e. in place of other guard as per roster, the duty of such guard shall not be considered and proportionate payment shall be deducted from the bill.

B. Actions to be undertaken by Agency: The agency shall be:

1. Be responsible for the honesty and integrity of the personnel assigned to perform the tasks assigned to them by the UPMRCL.
2. Be responsible that the persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of the Company.
3. Be responsible to replace any security guard if ordered by the UPMRCL. The Security guards proposed to be deployed shall be got approved by the UPMRCL. If it is found that the Agency has deployed any guard without approval of

UPMRCL, the proportionate payment shall be deducted for such un-approved guard. The agency will be bound to de-mobilize any security guard, if his working/ behavior found objectionable by UPMRCL and the decision of UPMRCL shall be final and binding and no claim shall be entertained in this regard.

4. Be responsible for the safety and confidentiality of the data/files of the office.
5. Any delay in Payment of Salaries beyond the stipulated period (as defined under the Payment of Wages Act 1936), will attract a penalty of Rs. 100/- per day per resource in the month where delay has occurred;
6. The agency has to deploy guards in each shift of 08 hours. In case, it is found at any time that the number of guards deployed are lesser in number than decided by UPMRCL, the proportionate payment shall be deducted from the bills along with penalty @ Rs. 100/- per absent guard per shift.
7. Maintain proper books of account, records and documents and comply in accordance with all the applicable laws and in such form and details as will clarify, identify all relevant time changes and shall periodically permit the UPMRCL or its designated representative to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the UPMRCL, if so required by the UPMRCL as the case may be;
8. UPMRCL shall have a right to carry out the inspection checks, audits of the Agency premise and/ or locations where the related records are maintained related to the assignment carried out by the Agency;
9. Be responsible to undertake that all joining formalities of candidates in terms of qualifications/experience/Identity proof/PAN proof/residence proof/character (Police Verification)/ medical formalities and all other documentaries are complete in all respect and no person shall be allowed to join unless these formalities are carried out. If there is any change or modification in joining formalities, UPMRCL will inform the agency in writing and agency have to comply all these formalities. The Agency will verify the character and antecedents before deploying any person at UPMRCL. The persons supplied by the Agency should not have any police records/criminal cases against them. Police verification shall be the responsibility of the Agency. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending, the character and antecedents of each personnel of the Agency will be got verified by the Agency before their deployment after investigation by the local police, collecting proofs of identity like PAN Card/UID Card, driving licenses, bank account details, previous work experience, proof of residence and recent photograph and a certificate to this

effect submitted to the UPMRCL. The Agency will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Agency shall withdraw such employees who are not found suitable by the UPMRCL for any reasons immediately on receipt of such a request. Agency shall also be required to maintain attested copies of proof of qualifications, experience, additional certifications of skill sets/exposure etc. as acquired by the candidate on inception of employment with the Agency. The Agency agrees to produce such attested copies of certifications/testimonials on demand by the UPMRCL.

10. Responsible to check that the employees (security guards) of the Agency will give an advance notice to the agency and in turn the Agency shall intimate to UPMRCL for a personnel going on leave or resigning from the employment of the Agency and post a replacement immediately so that the work does not suffer. Such notice of leave shall be of a period not less than 15 (Fifteen) days and in case of resignation, the notice shall not be less than 30 (thirty) days;
11. Ensure that such employees of personnel do nothing in or about the premises of the Company or become a nuisance or annoyance or danger or which may adversely affect the property/reputation or interest of the UPMRCL.
12. Ensure that such employees do nothing in or about the premises of the UPMRCL whereby any insurance or other policies taken out by the UPMRCL becomes void;
13. Be liable for and make good any damage or loss caused to the goodwill of the UPMRCL due to failure on the part of agency personnel or to the UPMRCL premises or any part thereof or to any furniture, fixtures; fittings, computers/software/hardware or other office equipment thereof or therein by any act or omission or default or negligence of the Agency or their employees or personnel;
14. Agency undertakes that the Agency has full power and authority to perform its obligations under this agreement and to enter into its amendment agreement. This agreement constitutes a legal, valid and binding obligation of Agency enforceable against it in accordance with its terms;
15. Payment to the agency by UPMRCL for the hiring of manpower at Lucknow or any places under UPMRCL will be done on monthly basis & will include Minimum wages (as notified from time to time by GoUP) +ESI (Statutory) + EPF (Statutory) + applicable Agency charges (as quoted & finalised in the tender which will include agency's profit and other overheads including uniform charges) + Applicable GST. Any changes in any of the above components (except Agency charge, which is fixed) needs to be intimated/approved by the UPMRCL.

16. **Claim for increase in rates:** Any claim for increase in agency charges on account of any reason whatsoever will not be entertained for the period as stipulated in the agreement.
17. **Extension of contract:** As stipulated by UPMRCL, after the period of expiry, the agreement can be extended on mutual consent for a further period of one year or upto the period till new contract comes in force. However, this option can be exercised only by UPMRCL.
18. **Readiness:** The agency should ensure that the manpower are arranged well in time to ensure that the services are not interrupted.
19. **Delay:** If the agency does not start the work or if it is felt by UPMRCL, that it is likely to delay services, UPMRCL reserves the right to terminate the contract, levy the penalty and also reserves the right apart from legal remedies available, to carry out such services at the risk and cost of the contractor/bidder.
20. **Right to reject the work/ service which is not as per the specifications or the terms:** UPMRCL has right to reject the services if they are not found to meet the expectations or are not as per the terms of the tender/ work order. No charges will be paid for such rejected services. This can be done at any stage of the work.

INSPECTION: Wherever required, UPMRCL reserves the right to depute its Officers, Auditors, other officials as it may decide etc. to visit the office of the selected agency for checking their infrastructure, manpower and other related documents mentioned and for checking records without advance intimation and the agency will have to provide the necessary documents etc to UPMRCL to help UPMRCL ensure presence of appropriate and adequate controls on various processes. Inspection will be done, if so decided by UPMRCL on periodic basis also.

21. UPMRCL will not be responsible for payment of any interest in case of delay payment due to any reason.
22. The agency, if applicable, undertakes to return all the goods/ equipment's /documents/office papers etc./ cash issued to the resource on removal of the resource to the UPMRCL.
23. The agency merely by filling in the tender indemnifies UPMRCL of any legal action by the resource/ employee.

C. LEGAL:

- 1. The agency must be registered/licensee by the Government under the provisions of “The Private Security Agencies (Regulation) Act, 2005” along with offer.** The offers without this license shall be summarily rejected and such offers shall not be evaluated and shall be treated as non-responsive.
- 2.** The Manpower through the agency will be engaged initially not more than for a period of one year and minimum 7 days break in service is required for re-engagement of the same Outsourced Staff.
- 3.** The agency will be solely responsible for compliance of all the statutory requirements including obtaining of labour license as per the applicability of contract Labour (R& A) Act’1970. Every month the Agency has to forward challans of Provident Fund, ESIC. and bank account details along with the manpower bill; or any other governing law. Necessary Undertaking from the concerned employees to this effect is required to be submitted by the Agency to the company at the time of joining of the Candidates;
- 4.** Agency, alone will be responsible for discharge of all the liabilities and responsibilities in respect of its employees under any of the applicable labour laws including but not limited to the industrial Disputes Act. 1947, The Employees Provident fund & Misc. Provisions Act. 1952, The Payment of wages Act. 1936, The Employees’ State Insurance Act 1948, The Minimum wages Act 1948, The Industrial Employment (Standing Order) Act 1946, The Maternity Benefit Act 1961, The Payment of Bonus Act 1965, The Payment of Gratuity Act, Labour Welfare Fund of respective states (it applicable) etc. and all subsequent amendments thereof from time to time;
- 5.** The employee, who will be employed by the Agency shall be entitled for 21 days paid Leave per annum and not more than 5 days at a time, and also with a condition that employees shall not be entitled for leave in the first 3 months of the joining. During the period when the candidate is on leave/weekly rest/national holiday, the agency should provide replacement of manpower on per man-day basis. However, during the normal time, Agency shall be liable to pay/bear the cost of salaries of such a replacement/substitute employee.
- 6.** The agency should ensure that every candidate proceeding on leave will necessarily have to obtain advance notice of one day for one-day leave and minimum 5 (five days of notice) for leave of 2 days and above and notice of not less than 20 days for resignation under proper intimation to the Reporting Officer at the UPMRCL and written sanction of the agency officer;

7. The successful agency /bidder shall present the bills for reimbursement of the remuneration latest by 2nd of every month so that the same can be processed in UPMRCL at the earliest. However, the deadline of payment of remuneration to the persons deployed by the agency shall not be altered by the agency even if payment is not received or delayed from UPMRCL.

D. TECHNICAL REQUIREMENT OF SECURITY GUARD TO BE DEPLOYED: - The qualification(s) required for personnel to be deployed by successful bidder/agency in UPMRCL is given below. Being the initial requirement, the number may vary as per exigencies:

Category of Manpower	Name of Post	Qualification (s)	Extant minimum monthly Remuneration applicable as on date as per Labour Commissioner office of UP Govt. (*)	No. of Post/ qty.
<u>Semi-Skilled</u>	Security staff	10th pass	Rs. 9487.50 (Daily wages @ Rs 364.90 per day)	06

(*) Statutory charges like EPF with admin charges& Insurance by ESIC as applicable from employer side and allowances (if any), are excluded in the present remuneration mentioned above. These charges will be reimbursed to the Agency by UPMRCL as per actual. As on date applicable rate of EPF is 13% (12% employer contribution +1% admin charges) & Insurance by ESI @4% (3.25 employer contributions + 0.75% Employee share).

Reimbursement of PF (Employer share) and ESI Contribution (as being notified by Govt of India from time to time basis) shall be made to contractor on submission of documentary evidence and with an undertaking that the amount will not be claimed from Govt and if claimed, the same will be refunded back to UPMRCL. The Employee share of PF shall be reimbursed to the employee as per provisions of prevalent Government rules and regulations.

The remuneration is for deployment of manpower for 8 hours daily shift with 26 days per month duty. Salary for replacement on Leave /weekly rest/National holiday shall be paid on actual per day basis as per minimum wages decided by the Govt. of Uttar Pradesh plus agency charges. Other charges i.e. EPF, ESI and allowances (if any) shall not be payable for such replacement.