

GOVERNMENT OF INDIA
National Museum of Natural History
(Ministry of Environment Forest & Climate Change)

Tansen Marg,
New Delhi:-110001

F.No.19-4/2015-16/RGRMNH (SWP)/

Dated: 23rd Sep.2015

To,

M/S _____

NOTICE INVITING TENDER

Sealed Tenders are invited from the Reputed/Registered Security Agencies for providing of Security Services on contractual basis in the R.G.R.M.N.H, Sawai Madhiopur, Rajasthan. Interested Agencies may collect the tender documents

- (a) Personally from the office of the National Museum of Natural History, Tansen Marg, New Delhi:-110001 and Rajiv Gandhi Regional Museum of Natural History, Ranathambhore Road, Ramsinghpura, Post Sherpur, Sawai Madhopur, Rajasthan – 322 001 during 11.00 AM to 4.00 PM on all working days.

OR

- (b) by downloading from the website of NMNH (www.nmnh.nic.in),

Last date of tender submitting & opening: 12/10/2015 up to 1:00 PM (Instruction mentioned in tender documents) and will be opened on the same date at 4:00 P.M.

(Vinod Kumar Garg)
Administrative Officer

Free of Cost

TENDER DOCUMENT

For

PROVIDING SECURITY SERVICES

at the

RAJIV GANDHI REGIONAL MUSEUM OF NATURAL HISTORY

(A Regional Centre of National Museum of Natural History, New Delhi)

(Ministry of Environment Forest & Climate Change)

Village Ramsinghpura, Post Sherpur Ranthamhore Road,

SAWAI MADHOPUR – 322 001 (Rajasthan)

Tele/fax : 07462-223010

NATIONAL MUSEUM OF NATURAL HISTORY

(Ministry of Environment, Forest & Climate Change, Govt. of India)

Tansen Marg, FICCI Museum Building, New Delhi -110001

Phone : (011) 23314932, Fax (011) 23319173

3-7/2013-14/RGRMNH/SWM
Rajiv Gandhi Regional Museum of Natural History
(A Regional Centre of National Museum of Natural History, New Delhi)
(Ministry of Environment & Forest & Climate Change)
Tel. /Fax. 07462 - 223010, Email: rgrmnhsymp@gmail.com

TENDER RULES FOR PROVIDING THE SERVICE OF SECURITY ARRANGEMENTS

1. The Director, National Museum of Natural History, New Delhi (NMNH) invites tender from reputed, registered, recognized and experienced manpower agencies, placement services contract/firm for providing the services of security arrangements on competitive basis and on contract basis with at least two years experience.
2. The manpower deployed for the provision of security service (i.e. security guards) by the contractor/agency/firm (hereafter called Agency) shall be the employees of the agency for all intents and purpose. In no case there shall be a relationship of employer and employee between the MUSEUM and said manpower accrue implicitly or explicitly.
3. The term contract means the formal agreement to be signed between the “Museum” and the “agency”, at the time of award of work.
4. That the “Agency” shall be responsible for the suitability, medical fitness and police verifications of the character and antecedents of the manpower engaged by it for deployment at the museum and for satisfactory implementation of the service.
5. The qualification requirement of the security guards are as follows (a) Essential qualification: 10th class pass (minimum) (b) The age of the person put on duty for security arrangement shall not be less than 18 years and not more than 45 years. (C) In case the agency is required to deploy Ex-Serviceman, relevant record like their discharge certificate etc, should be produced when the contract is awarded. (d) The person deployed by the agency as security guards should known to read & to speak and write Hindi and English languages.
6. The tender documents for service of security services shall be in the prescribed format (form A) and along with all the necessary documents (form B) and Earnest money (DD of Banker’s cheque) addressed to the Director, National Museum of Natural History, New Delhi -110001 and deposited with A.O. NMNH, New Delhi or sent by registered post or through courier so as to reach the **Director, National Museum of Natural History, FICCI Museum building, Tansen Marg, New Delhi – 110 001** latest by 1.00 PM. on the last date.

Any postal delay will not be considered. The sealed envelope containing the tender and other document shall be super-scribed on top left of sealed envelope by ' **TENDER FOR PROVIDING OF SECURITY SERVICE**''

7. The tender will be opened at 04:00 PM on 12/10/2015 in the office of NMNH, New Delhi in the presence of those tender who may wish to be person at that time **UNSEALED TENDERS WILL NOT BE ACCEPTED.** Similarly tender incorporating additional condition by the agency will be rejected.
8. The manpower so deployed by the agency shall remain under the control and supervision of the agency and the agency shall be liable for payment for their wages, ESI,EPF, Bonus etc. and all other dues payable under various labour Regulations and other statutory provisions.
9. The agency shall ensure proper insurance coverage to its employees by taking adequate workman Compensation policy.
10. The Agency shall be responsible for fulfilling all its obligations under various laws and acts, namely Minimum wages Act, EPF Act, ESI Act, Bonus Act etc. and under any other statutory requirements as applicable to the Govt. of Rajasthan/ Govt. of India and the rules regulations as amended from time to time, in respect of the manpower deployment and also to present the documents as and when required or asked for by the Director, NMNH, New Delhi.
11. The agency shall be solely liable for any Violation of provision of the said Acts or any other Act.
12. In case any of the person so deployed by the agency does not come up to the mark in terms of general discipline or does not perform his duty properly or indulges in any unlawful activity including riots or disorderly conduct, the agency on the order of the Scientist 'C', RGRMNH, SWM shall immediate withdraw such persons (S) form the premises of RGRMNH, SWM
13. On award of the contract, the successful Agency will be required to execute an arrangement and to deposit an amount equivalent to one twelfth of the annual tender Value in the form of Bank Guarantee as a security deposit against loss/damage to the property of the RGRMNH, SWM The security deposit will be refundable after the expiry of the contract period; any loss/damage sustained to the RGRMNH, SWM during the currency of agreement would be adjusted/recovered from the amount of security deposit.
14. Income Tax and surcharge (i.e. TDS as applicable as per rule shall be deducted from the bills and as amended from time to time by Govt. of India.

15. In the case of unsatisfactory services, the Director, NMNH reserves the right to terminate the contract/agreement immediately on the recommendation of Scientist 'C', RGRMNH, SWM without assigning any reason.
16. No regular employees of NMNH, New Delhi & RGRMNH, SWM shall be employed by the Agency either part of time or full time.
17. In case any lapse in the work is noted, it will result in a penal deduction from the bills/security deposit of the agency. The penalty shall be decided by the Scientist 'C' RGRMNH, SWM
18. The Director, NMNH, New Delhi also reserves the right to levy any penalty for breach of any of the conditions/contract by the agency including forfeiture of the security deposit, deduction from the monthly bill of the Contractor/Agency/Firm and call for fresh tender. The decision of the Director, NMNH, New Delhi will be final and binding on the agency.
19. The "agency" will ensure co-operation to the Scientist-C/Office Superintendent/Caretaker, in charge Maintenance or any representative of the RGRMNH, SWM in their routine check of security arrangements.
20. The 'Agency' which will be finally awarded the contract by the competent authority shall be required to undertake the following before actual commencement of the work.
 - a. Submit a consent letter for undertaking the contract with respect to all the conditions stated above, after receipt of work order.
 - b. The Agency is required to submit a bank Guarantee for a period of one year from any Nationalized Bank in Sawai Madhopur or New Delhi for an amount equivalent to one twelfth of the annual tender value.
 - c. Sign an agreement with the Museum in bond of Rs. 100/- (the amount to be borne by the agency), the details of which are enclosed and should be certified by the Notary.
 - d. Submit the list of potential persons for the service of security service with all documents supporting their qualification and submit police verification of the service personnel (i.e. Security Guard) finally selected and also submit the original certificates for verification as per clause (5) above which will be returned.
21. The Director, National Museum of Natural History (Ministry of Environment & Forests, Govt. of India), New Delhi, is the competent authority and reserves all right in this behalf including the right to reject or partially accept any or all of the tender and to modify any or all the terms & conditions stipulated without assigning any reason.

22. The “Agency” may set up a local office in Sawai Madhopur with a regular telephone facility at office and residence.
23. During the period of this contract, the “Agency” shall provide uninterrupted service and perform their duties diligently, honestly and to the entire satisfaction of the “Scientist-C”. The agency shall constantly keep touch with the “Scientist-C” regarding the service arrangements provided to the museum and abide by the instruction and directions issued by the “Scientist-C” in this regard from time to time.
24. All claims which may arise due to the negligence of the person deployed (including all types of charges/incidental charges/legal charges etc.) shall be borne by the agency.
25. The “Agency” shall maintain an Attendance Register for the Security personnel deployed in the museum and such register must be made available in the museum for checking daily. The persons deployed by the agency should be in proper uniform (supplied by the agency) as directed by the Scientist ‘C ‘RGRMNH, SWM and other accessories, if any, for the security of the museum, which shall be provided by the agency (e.g. Torch, whistle, with batteries, stick /danda etc.)
26. At the end of every month, the Agency shall submit to the museum pre-receipted & stamped bills in three copies along with a copy of the attendance register for the month duly certified by the authorized representative of the “Scientist-C” and a certificate (in prescribed format) duly signed by the Agency to the effect that he/she had paid the wages to the personnel deployed at RGRMNH, SWM for the previous month based on the monthly rate fixed for the service. The payment would be arranged from the pay & accounts officer, Ministry of Environment & Forests, Govt. of India through this office by ECS. In case of failure of the “agency” in providing the service of the security personnel on particular day(s), on in case of his/her absence from duty/service proportionate deduction shall be made from the bill.
27. In case the “Agency” is unable to render service of requisite specification and quality necessary deduction or otherwise would be made from bill as per recommendation of the Director, NMNH. This shall be binding on the “Agency”. If a security personnel is performing duty more than eight hours in a day, then Scientist ‘C ‘RGRMNH, SWM may deduct any amount from the bill.
28. Initially, the contract will be for a period of one year only from the date of award of contract, renewable for further periods on the same terms and conditions at the discretion of Director, NMNH, New Delhi. In case the service is not found satisfactory, the contract shall be terminated with one month’s notice to the Agency.

29. The contract can be terminated by the “ Scientist-C, RGRMNH, SWM” at any time without notice in the event of gross security risk or gross damage to “Museum “property due to the agency’s failure or persistent failure by the “Agency” in providing satisfactory service to the “Museum”, or because of any lapse on the part of the security personnel. The decision of the “Scientist-C, RGRMNH, SWM” in this regard shall be final and binding on the “Agency”.
30. Both the museum and the agency agree that either party can terminate this contract without assigning any reason by providing two months notice in writing to the other.
31. In case of any dispute arising out of this contract/award of work between the “RGRMNH, SWM” and the “Agency” the Director, NMNH or any officer appointed by the Director shall be final, conclusive and binding on all parties to the contract. The submission shall be deemed to be submission to arbitration under the meaning of Arbitration Act 1940 or any statutory modification thereof from time to time.
32. The Agency should submit attested copies of all the documents as per the details given in the Tender Form” From B”. Any modification in the tender form ‘A’ shall not be accepted.
33. The Agency shall not sublet the work to other Agency after the award of work.
34. If a firm quotes ‘Nil’ charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- 35 Any damage to the RGRMNH, SWM property caused by the carelessness of the workers shall be borne by the Agency and such loss be brought to the notice of the Scientist-C/Office Superintendent/Caretaker maintenance or the Director, NMNH by the firm/agency/contractor.
- 36 An Earnest Money of Rs.20,000/- (Rupee Twenty thousand only) should be paid along with the tender in the form of Demand Draft/Pay order/Banker’s cheque drawn in favour of pay & Accounts Officer, Ministry of Environment & Forests. No tender will be entertained without EMD.**

(Vinod Kumar Garg)
Administrative Officer

TENDER FORM- 'A'**Provision of Security Service at Rajiv Gandhi Regional Museum of Natural History
Sawai Madhopur**

1	2	3	4	5	6	7	8	9
Category of Man power	Monthly basic wage Per person (Rs.)	Monthly basic wage Per person (Rs.)	PF (Rs.)	ESI (Rs.)	Service Charge/ Commission. (Rs.)	Relieving charges	Service Tax (Rs.)	Total amount (Rs.) In figure as well as in words
	(In words)	In figures	% of monthly basic wage	% of monthly basic wage	% of monthly basic wage	% of monthly basic wage	% of monthly basic wage	=3+4+5+6+7+8
Security Guard								

The monthly basic wage per person must be indicated both in words (Column 2) and figures (Column 3), PF, ESI. Service Tax Charges (commission) / Reliving charges may be calculated as % of this amount (i.e. at column 3 above) and Service Tax and written in figures in the appropriate columns (i.e. 4, 5, 6 and 7 respectively). Total amount should be in figure as well as in words.

Supporting documents for monthly basic wage quoted above (Column 2, 3) (such as order from Labour Commissioner, Government of Rajasthan regarding minimum wages).

Signature of the Authorized Representative with date:

Name of the Authorized Representative :

Name of the Agency :

Address of the Agency :

Seal of the Agency :

TENDER FORM 'B'**Documents to be enclosed at the time of submission of Tenders**

The Agency/Contractor/Firm submitting tender for the provision of security at the RGRMNH, SWM, Rajasthan shall enclose the following documents along with the completely filled-up and signed tender Form (A).

1. Registration Certificates: The Agency shall have registered with the appropriate Government Agencies for provision of man-power/security personnel.
Attested photocopies of the following documents in this regard shall have to be enclosed:
 - a) Registered with Registrar of Companies in Delhi or State Government.
 - b) Provident Fund Commissioner.
 - c) ESI Corporation.
 - d) License issued from the Ministry of Labour.
2. Brief profile of the Agency.
3. Experience in the field (number of existing as well as earlier clients and the satisfactory service).
The experience shall to be supported by copies of the contract and letter of satisfaction from each client.

CERTIFICATE			
This is to certify that I have enclosed of the following documents in support of my Tender			
S. No.	Type of Documents	Whether	
		Yes	or No
1.	Registered with registrar of companies in Govt. of Rajasthan / Delhi	Yes	No
2.	Commissioner, Employees Provident Fund	Yes	No
3.	ESI Corporation	Yes	No
4.	License issued from Ministry of Labour, GOI	Yes	No
5.	Brief profile of the agency	Yes	No
6.	List of clients for showing experience in the field especially for Govt Dept. / Undertakings /Autonomous body & copies to be attached.	Yes	No
7.	Order regarding Minimum wages applicable	Yes	No
8.	Supporting documents regarding monthly Basic Wages.	Yes	No
9.	Service tax registration under Asst. Commissioner, Service tax	Yes	No
10.	Supporting document for getting ISO certified Co	Yes	No
11.	Banker Certificate regarding credit worthiness	Yes	No
12.	Audited Balance Sheet for the F.Y. 2012-13 & 2013-14	Yes	No

Signature of authorized Representative :

Name of the Authorized Representative :

Address of the Agency :

AGREEMENT

This agreement is made at Sawai Madhopur on this day ...of the 2015 between the Rajiv Gandhi Regional Museum of Natural History, Village RamSinghpura, Sawai Madhopur-322001(M/o Environment Forest & Climate Change Govt. of India), acting on behalf of the President of India, hereinafter called Museum on the one part and M/s -----, (hereinafter called the agency) the term which includes successor, legal heirs on the other part.

1. In consideration of the amount payable by the Museum to the agency, the agency undertake to provide Security services work in the Museum and its Campus and at any other place as directed by the Scientist-C, RGRMNH, Sawai Madhopur.
2. The agency shall carry out Security Services as mentioned in clause 4 stated below satisfactorily on all the 24 hours on all the days of the period of contract without break.
3. The agency shall engage 06 numbers of Security personnel, who should know Hindi and English languages to read, write and speak.
4. The nature of Security work in the Museum is given below:
 - a) Monitoring incoming and outgoing movements of persons and materials in the Museum (Campus).
 - b) Safety of exhibits, installations, equipments and other assets of the Museum kept in the Museum or its campus. Agency should take care of visitors belonging like bags and baggage at the entrance. For any complaints regarding the safety of these visitors' bags & baggage and the content, the security agency is fully responsible for any claims from visitors.
 - c) The entire responsibility for recovery and legal actions starting with lodging of FIR with local police to the final recovery stage etc. will lie with the agency in the event of any theft, Loss of assets and or disturbance affecting security etc., to the Museum. For facilitating this agency shall have full authority to check the counting of the articles, search and check all incoming/outgoing goods, persons and materials, vehicles etc., whatsoever in conformity to the policies, rules and orders of the Museum.
 - d) The timings of duties and other details of deployment of Security Guards shall be finalized after mutual discussions between the agency and the RMNH and the decision of the Museum will be final and binding to the party. The duty areas may include the main gate, parking areas, museum buildings, visitor areas, boundary, campus and or other areas of the Museum (Campus).

- e) Opening and closing of all gates, public areas, galleries, technical units, administrative units in the Museum (Campus) in the presence of staff of the Museum assigned.
5. The Museum shall have power to disallow any security guard if found unsuitable to it for what so ever reason. The agency shall have to replace such person (s) within 24 hours. The agency shall provide replacement so as to ensure full staff compliment at all times.
 6. The Museum agrees to pay the agency a maximum total monthly amount of Rs..... (Rupees only) at the rate of Rs. per Security guard per month. If the minimum wages is revised by the Government of Rajasthan/Government of India the incremental wages, if applicable, will be provided. No other charges would be payable by the RGRMNH/NMNH.
 7. The agency has to produce their claim as pre-receipted bills in triplicate on or before 5th date of every month for the previous calendar month. Without a photocopy of attendance register, Salary receipt, ESI and EPF deposit slips of the deployed manpower, bills would not be entertained.
 8. The payment would be arranged from the Ministry of Environment, Forest & Climate Change, Government of India through the Director, National Museum of Natural History, (NMNH), Tansen Marg, New Delhi, directly to the Bank A/c of the agency, through online transfer (NEFT/RTGS) after submission of the proper pre-receipted bills by the agency (In triplicate).
 9. Normally payment would be arranged through the Director, NMNH, New Delhi and the Ministry of Environment & Forests, Government of India within the one to three months from the date of submission of bills. However, the Museum need not be held responsible for any inadvertent delay in such payment.
 10. In case of the failure of the “agency” for providing minimum requisite number of personnel or in case of absence from duty, proportionate deduction shall be made, from the bill. In case the agency is unable to render service of requisite specification and quality, necessary deductions or otherwise will be made from the bills as per recommendation of the Scientist-C of the Museum. This shall be binding on the agency.
 11. The agency shall arrange for maintenance of Registers and other accessories as are found necessary for efficient performance of the work undertaken herein. A duty Register indicating the name of the security guards should be available for inspection by the Museum at all times.

12. Police verification of each of the Security Guard put on duty by the agency shall have to be done from the Department of Police, and the necessary documents shall have to be submitted by the party to Museum at the time of award of work.
13. The agency shall provide full uniform and ancillary equipment like raincoat, shoes, woolen clothing, sticks, whistle, belts caps, registers, stationery, torch with batteries etc. conforming to the standards of disciplined armed forces in PARADE STATE. Security guards on duty smartly and neatly on police pattern and ensure good behaviour with the visitors and staff of the museum. The nature & colour of uniform shall have to be got approved from the Scientist-C, RGRMNH, Sawai Madhour.
14. All Security Guards of the agency deployed with the Museum shall be engaged on the basis of eight hours duty per shift. No person shall be continued for more than one shift (eight hours) duty per day. To ensure regular duty on weekly offs, the agency shall have to provide sufficient number of relievers at the agency's own cost in order to provide weekly holidays to regular persons and to meet any other emergency.
15. The agency will be responsible to compensate the losses to the museum (including all types of theft/ charges/ incidental charges/ legal charges etc.) arising from negligence, carelessness, misconduct of agency, their staff, deployed personnel, agent or representatives.
16. Any damage to the Museum property shall be borne by the Agency and such loss should be brought to the notice of the Caretaker, I/C Maintenance or to the Scientist-C, RGRMNH, Sawai Madhipur by the Agency.
17. The Performance Security will be refundable after the expiry of the contract period, any loss/ damage sustained to the RMNH during the currency of agreement would be adjusted/ recovered from the amount of Performance Security.
18. Income Tax and surcharge i.e. TDS as per rules shall be deducted from the bills and as amended from time to time by Govt. of India.
19. In the case of unsatisfactory services, the Scientist-C, RGRMNH, Sawai Madhopur reserves the right to terminate the contract/ Agreement immediately without assigning any reason.
20. No regular employees of RGRMNH, Sawai Madhopur shall be employed by the Agency either part-time or full time.
21. In case any lapse in the work is noticed, it will result in a penal deduction from the Bills of the Agency. The penalty shall be decided by the Scientist-C, RGRMNH, Sawai Madhopur.

22. The Scientist-C, RGRMNH, Sawai Madhopur also reserves the right to levy any penalty for breach of any of the conditions/ contract of the Agency including forfeiture of the Performance security, deduction from the monthly bills of the Agency and may award the work to the next panel agency. The decision of the Scientist-C, RGRMNH, Sawai Madhopur will be final and binding on the Agency.
23. In case of any dispute arising out of this contract/award of work between the Museum and the agency, the matter shall be sent to the sole arbitration of an enquiry committee which shall be appointed by the Director, National Museum of Natural History, New Delhi. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the contract. The submission shall be deemed to be submission to arbitration under the meaning of Arbitration Act 1940 or any statutory modification thereof for the time being in force.
24. During the period of this contract, the “Agency” shall provide uninterrupted service and perform their duties diligently, honestly and to the entire satisfaction of the “Museum”. The “Agency” shall constantly keep in touch with the “Museum” regarding the service arrangements provided to the Museum and abide by the instructions and directives issued by the “Museum” in this regard from time to time.
25. The “Agency” shall maintain an Attendance Register for the Security Personnel deployed in the Museum and such registers must be available to the Museum for checking daily.
26. The manpower so deployed by the Agency shall remain under the control and supervision of the Agency. The Agency shall be liable for payment of their wages, EPF, ESI etc. and all other dues payable under various labour Regulations and other statutory provisions.
27. The agency will be responsible for all the statutory rules and regulations of the following Acts, namely Minimum wage Act, EPF, ESI Act and any other statutory requirements as applicable to the Government of Rajasthan/Government of India and the rules and regulations as amended from time to time in respect of manpower deployment and also the submit the documents as and when required or asked by the Scientist-C, RGRMNH, Sawai Madhopur.
28. In case there is a demand by the Museum for increase in the number of Security Guards, the same shall be provided by the agency within three days from the date of demand, on the same rate, terms and conditions, failing which the RMNH will engage persons from open market subject to the realization of the payment from the agency's bill.
29. The Agency shall not sublet the work to other Agency after the award of the work.

30. The "Museum" shall have no responsibility for providing living accommodation to the personnel deployed by the "Agency". The "Museum" shall provide only the necessary covered space for check-post inside the campus but duties shall also include outdoors.
31. The agency shall agree to provide indemnity to the Museum from any future liability that may arise out of any statutory obligation during currency or termination of this agreement.
32. Authenticity documents including police verification of each of the Security Guards shall have to be submitted by the agency to the Museum before placing them on duty in the prescribed format given by the competent authority of Museum.
33. The Agreement will be in force from.....to..... However, the contract may be terminated at any time without assigning any reason by either of the parties by three months advance notice in writing.
34. After satisfactory completion of one year service by the agency, the Museum shall have the option to extend this agreement on the same rates, terms and condition only.
35. Duty chart of the Security Guards shall have to be submitted by the agency to the Museum for approval every fortnightly

In WITNESS WHERE OF THE Parties to this Agreement have set their hands on thisday of2015