

FREE OF COST

TENDER DOCUMENT

FOR

PROVIDING SECURITY SERVICES

AT THE

NATIONAL MUSEUM OF NATURAL
HISTORY
NEW DELHI.

GOVERNMENT OF INDIA
NATIONAL MUSEUM OF NATURAL HISTORY
(MINISTRY OF ENVIRONMENT, FOREST & CLIMATE
CHANGE)
FICCI MUSEUM BUILDING,
TANSEN MARG.
NEW DELHI- 110 001

No. 11(05)/2015-16/NMNH
Government of India
National Museum of Natural History
(Ministry of Environment, Forest & Climate Change)
FICCI Museum Building , Tansen Marg,
New Delhi- 110001.

Dated : 29/02/2016

**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 services (ie.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 shall 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 persons put on duty for security arrangement shall not be less than 18 years and not more than 55 years. (c) the person deployed by the Agency as security guards should know to read to speak and write Hindi and English languages.
6. The tender document 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 or Banker’s cheque) and tender documents may be sealed securely (in wax-sealed envelope) addressed to the Director, National Museum of Natural History, Tansen Marg, New Delhi-110 001 and personally deposited

Contd. 2/-

in the Administration Section in the Museum or sent by registered post or through courier so as to reach the Museum latest by 3.00 p.m. on the last date. Any postal delay will not be considered. The sealed envelope containing the tender and other documents shall be super-scribed on top left of the sealed envelope by ' **TENDER FOR PROVIDING OF SECURITY SERVICE**''

7. The tenders will be opened at 4.00 PM on **17.03.2016** in the Museum in the presence of those tenders who may wish to be present at that time. **UNSEALED TENDERS WILL NOT BE ACCEPTED.** Similarly tenders incorporating additional conditions 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 workmen 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 Delhi/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. **Any default and consequences shall be liability of the contractor. All the future liabilities such as taxes and minimum wages as per Minimum Wages Act etc will be paid by the contractor.**

11.During the contract period, in case, minimum wages is revised by the Local Government (Delhi Govt.) subsequently this office will pay the payment of revised rate of Minimum Wages, EPF,ESI and relieving charges, service charge and service tax to the agency.

12.The Agency shall be solely liable for any Violation of provision of the said Acts or any other Act.

13. 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 Director, NMNH, New Delhi shall immediately withdraw such persons(s) from the premises of NMNH, New Delhi.

14. 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 NMNH, New Delhi. The security deposit will be refundable after the expiry of the contract period; any loss/damage sustained to the NMNH 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 without assigning any reason.

16. No regular employees of NMNH, New Delhi shall be employed by the Agency either part 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 Director, NMNH, New Delhi.

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 bills 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 Caretaker, in charge Maintenance (in side) or any representative of the NMNH 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. Sign an agreement with the Museum in stamp paper worth of Rs.100/- (the amount to be borne by the agency), the details of which are enclosed and should be certified by the Notary.
- c. 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 (3) above which will be returned.

21. The Director, National Museum of Natural History (Ministry of Environment, Forest and Climate Change Govt. of India), Tansen Marg, 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 tenders and to modify any or all the terms & conditions stipulated without assigning any reason.

22. The “Agency” must have a local office in Delhi a regular telephone 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 “Employer”. The “Agency” shall constantly keep touch with the “Employer” regarding the service arrangements provided to the Museum and abide by the instruction and directions issued by the “Employer” 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 Director, NMNH, New Delhi and other accessories, if any, for the security of the Museum, which shall be provided by the NMNH (e.g. Torch with batteries, stick 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 “Employer” 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 NMNH, New Delhi 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, Forest & Climate Change, Govt. of India through this office through 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 Director, NMNH 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, extendable by two more years subject to satisfactory performance of the vendor, on outsourcing basis at the discretion of Director, NMNH, New Delhi. In case the service is not found satisfactory during the contract period, the contract shall be terminated with one month’s notice to the Agency.

29. The contract can be terminated by the “Employer” at any time without notice in the event of gross security risk or gross damage to “Employer’s” property due to the Agency’s failure or persistent failure by the “Agency” in providing satisfactory service to the “Employer”, or because of any lapse on the part of the security personnel. The decision of the “Employer” 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 one month notice in writing to the other.

31. In case of any dispute arising out of this contract/award of work between the “Employer” and the “Agency”, the Director, NMNH or any other 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.

Contd.6/-

32. The Agency should submit attested copies of all the documents as per the details given in the Tender Form” Form 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. Any damage to the NMNH property caused by the carelessness of the workers shall be borne by the Agency and such loss should be brought to the notice of the Caretaker/In charge Maintenance or to the Director, NMNH by the firm/agency/contractor.

35. An Earnest Money of Rs. 40,000/- (Rupees Forty Thousand only) should be deposited 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, Forest & Climate Change. No tender will be entertained without EMD.

36. **Performance Guarantee:** The successful bidder shall deposit, within seven working days of signing the mutual agreement for providing the Security Service, the performance guarantee equal to 10% of the total value of contract in the form of bank guarantee of a nationalized bank or FDR in favour of Pay & Accounts Officer, Ministry of Environment Forest and Climate Change, New Delhi. The amount of rupees thirty thousand already deposited as EMD along with the tender will not be adjusted in the security deposit. Format of the Bank Guarantee is given at Annexure-IV.

37. **If service provider quotes ‘NIL’ charges/consideration the bid shall be treated as unresponsive and will not be considered.**

(Vinod Kumar Garg)
Administrative Officer

TENDER FORM- 'A'

**Provision of Security Service at National Museum of Natural History,
New Delhi.**

1	2	3	4	5	6	7	8
Category Of Man power	Monthly Basic wage Per person (Rs)	Monthly Basic wage Per person (Rs)	PF (Rs)	ESI (Rs)	Service Charge/ Commission/ Reliving charges (Rs)	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.	=3+4+5+6+7
Security Guard (without Arm)							

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/Delhi Govt. 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 NMNH, New Delhi 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 NCT (Govt. of Delhi).
 - b) Provident Fund Commissioner.
 - c) ESI Corporation.
 - d) License issued from the Ministry of Labour.
2. Income Tax Clearance Certificate for the last three years.
3. Brief profile of the Agency.
4. 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 copies of the following documents in support of my Tender			
S.No.	Type of Documents	Whether	
		Yes	No
1.	Registered with registrar of companies in N.C.T, (Govt. of Delhi).	Yes	No
2.	Commissioner, Employees Provident Fund	Yes	No
	ESI Corporation		
4.	License issued from Ministry of Labour, GOI	Yes	No
5.	Income Tax Clearance for the last three years	Yes	No
6.	Brief profile of the Agency	Yes	No
7.	List of clients for showing experience in the field	Yes	No
8.	Order regarding Minimum wages applicable	Yes	No
9.	Supporting documents regarding monthly Basic Wage.	Yes	No
10.	Service tax registration under Asstt. Commissioner, Service tax	Yes	No
	.		
11.	Supporting document for getting ISO certified Co	Yes	No

Signature of authorized Representative :

Name of the Authorized Representative :

Address of the Agency :

Seal of the Agency :