

REGIONAL MUSEUM OF NATURAL HISTORY

(A regional centre of National Museum of Natural History, New Delhi)

Ministry of Environment & Forests, Govt. of India

PO-RRL, Acharya Vihar, Bhubaneswar-751013

Telephone: 0674-2567114, Fax: 0674-2567784

Email: rmnhbhubaneswar@gmail.com

No. 1.1(1)/2002-03/RMNH /BBSR/

August 7, 2015

To,

M/S _____

NOTICE INVITING TENDER

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

(a) Personally from the office of the Regional Museum of Natural History, Post:-R R L, Acharya Vihar, Bhubaneswar:-751013. between 11.00 AM to 4.00 PM on all working days w.e.f. 08.08.2015.

OR

(b) by downloading from websites of NMNH (www.nmnh.nic.in.)

Last date for submitting Tender: 31st August 2015 upto 04:00 PM (Instruction mentioned in tender documents)

Tender Opening date: 1st September 2015 at 04:00 PM.

(Dr. G. N. Indresha)
Scientist-D

Free of Cost

TENDER DOCUMENT

For

PROVIDING SECURITY SERVICES

AT

REGIONAL MUSEUM OF NATURAL HISTORY BHUBANESWAR

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

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Post: RRL, Acharya Vihar, Bhubaneswar-751013, Odisha.

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**No. 1.1(1)/2002-03/RMNH/BBSR/
REGIONAL MUSEUM OF NATURAL HISTORY**
(A Regional Centre of National Museum of Natural History, New Delhi)
(Ministry of Environment, Forests & Climate Change, Govt. of India)
Post-RRL, Acharya Vihar, Bhubaneswar-751013, Odisha.
Telephone: 0674-2567114, Fax: 0674-2567784

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, contractor/firm having at least two years experience for providing the services of security arrangements on competitive basis and on contract basis at Regional Museum of Natural History, Bhubaneswar, Odisha.
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. 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) Person deployed by the agency as security guards should know to read, speak and write Hindi, Odia and English language.
6. The rate quotation for providing security services shall be in the prescribed format (Annexure-II) along with all the necessary documents as per Annexure-I and EMD of **Rs. 18,000/-** (DD or Banker’s Cheque drawn in favour of PAO, MoEF&CC, New Delhi payable at New Delhi) should be addressed to the Scientist-D, Regional Museum of Natural History, Post:-RRL, Acharya Vihar, Bhubaneswar-751013 and can be put in the tender box kept in the museum or sent by registered post or through courier so as to reach the **Scientist-D, Regional Museum of Natural History, Post- RRL, Acharya Vihar, Bhubaneswar-751013 latest by 04.00 PM on 31st August 2015.** Any postal delay will not be considered. The sealed envelope containing the tender and other documents shall be super-scribed on top left of sealed envelope by “**TENDER FOR PROVIDING SECURITY SERVICE**”.
7. If a firm quotes “Nil” charges/consideration, the bid shall be treated as unresponsive and will not be considered.
8. The tender will be opened at **04:00 PM on 1st September 2015** in the museum conference hall in the presence of those tenderer who may wish to be present at that time. **UNSEALED TENDERS WILL NOT BE ACCEPTED.** Similarly tender incorporating additional condition by the agency will be rejected.

9. 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.
10. The agency shall ensure proper insurance coverage to its employees by taking adequate workman Compensation policy.
11. 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 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.
12. The tenderer should quote the rates as per minimum wages applicable **w.e.f. 01.04.2015 vide No. 1/3(1)/2015-LS-II dated 30.03.2015 notified by Govt. of India, Ministry of Labour & Employment, office of the Chief Labour Commissioner(C), New Delhi.** In case the minimum wage is raised by the Government during the process of the tender / period of the contract, the difference in the minimum wages shall be paid extra for exact number of staff deployed by the agency provided that such difference is actually paid to the deployed staff by the agency and by providing substantial proof thereof.
13. The agency shall be solely liable for any violation of provision of said Acts or any other Act.
14. 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-D, RMNH, Bhubaneswar shall immediately withdraw such person(s) from the premises of RMNH, Bhubaneswar.
15. On award of contract, successful Agency will be required to execute an agreement and to deposit an amount equivalent to one tenth of the annual tender value in the form of Bank Guarantee as security deposit against loss/damage to the property of the RMNH, Bhubaneswar. The bank guarantee should remain valid for a period of sixty days beyond the date of completion of all contractual obligations. Any loss/damage sustained to the RMNH, Bhubaneswar during the currency of agreement would be adjusted/recovered from the amount of security deposit.
16. 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.
17. In the case of unsatisfactory service, the Director, NMNH reserves the right to terminate the contract/agreement immediately on the recommendation of Scientist-D, RMNH, Bhubaneswar without assigning any reason.
18. No regular employees of NMNH, New Delhi & RMNH, Bhubaneswar shall be employed by the Agency either part of time or full time.
19. 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-D, RMNH, Bhubaneswar.

20. 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.
21. The “Agency” will ensure co-operation to the Caretaker, in-charge Maintenance or any representative of the RMNH, Bhubaneswar in their routine check of security arrangements.
22. 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 Bhubaneswar for an amount equivalent to one tenth 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.
23. The Director, National Museum of Natural History (Ministry of Environment, Forests & Climate Change, 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.
24. The “Agency” may set up a local office in Bhubaneswar with a regular telephone facility at office and residence. Preference will be given to those agencies whose offices are situated in Bhubaneswar, Odisha.
25. 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-D. The agency shall constantly keep touch with the Scientist-D regarding the service arrangements provided to the museum and abide by the instruction and directions issued by the Scientist-D, RMNH, Bhubaneswar in this regard from time to time.
26. 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.
27. 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-D, RMNH, Bhubaneswar and other accessories, if any, for the security of the museum, which shall be provided by the agency (e.g. Torch with batteries, stick /lathi, whistles etc.)
28. 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-D and a certificate duly signed by the Agency towards payment of wages to the personnel deployed at RMNH, BBSR for the previous month based on the monthly rate fixed for the service. A certificate pertaining to deposit of ESI and EPF contributions for the previous month in respect of persons deployed in the museum and copy of

deposited challans should be submitted along with the bill. The payment would be arranged from the Pay & Accounts Officer, Ministry of Environment, Forests & Climate Change, Govt. of India by ECS. In case of failure of the “Agency” in providing the service of security personnel on particular day(s), or in case of his/her absence from duty/service, proportionate deduction shall be made from the bill.

29. 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 Scientist-D RMNH, Bhubaneswar. This shall be binding on the “Agency”. If security personnel are performing duty more than eight hours in a day, then Scientist-D, RMNH, BBSR may deduct any amount from the bill.
30. Initially, the contract will be for a period of one year only from the date of award of contract, renewable for further periods on same terms and conditions at the discretion of Director, NMNH, New Delhi. At the end of the 3rd month, of the service of the person will be scrutinized by the Scientist-D, RMNH, BBSR and his decisions in this regard shall be final and binding to the Agency. In case the service is not found satisfactory, the contract shall be terminated with one month’s notice to the Agency.
31. The contract can be terminated by the “Scientist-D, RMNH, BBSR” 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-D, RMNH, BBSR in this regard shall be final and binding on the “Agency”.
32. 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.
33. In case of any dispute arising out of this contract/award of work between the “RMNH, BBSR” 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.
34. The Agency should submit attested copies of all the documents as per the details given in the **Annexure-I**. Any modification in the **Annexure-II** shall not be accepted.
35. The Agency shall not sublet the work to other Agency after the award of work.
36. Any damage to the RMNH, BBSR property caused by the carelessness of the workers shall be borne by the Agency and such loss be brought to the notice of the Caretaker/in charge Maintenance or the Scientist-D, RMNH by the firm/agency/contractor
37. An Earnest Money of Rs.18,000/- (Rupee eighteen 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, New Delhi. No tender will be entertained without EMD.
38. **The Director, National Museum of Natural History, New Delhi reserves the right to terminate the contract by giving 30 days notice and without assigning any reason thereof.**

(Dr. G .N. Indresha)
Scientist-D

Documents to be enclosed at the time of submission of Tenders

The Agency/Contractor/Firm submitting tender for providing security services at the RMNH, Bhubaneswar, Odisha shall enclose the self attested copies of the following documents along with the completely filled-up and signed **Annexure-II**

- 1) Registration of the firm with Registrar of Companies in Govt. of Odisha / India.
- 2) Registration for EPF
- 3) Registration with ESIC
- 4) Registration with Central Labour Commissioner / Labour officer
- 5) Registration / licence under “Private Security Agencies Regulation Act” 2005
- 6) Registration for Service Tax
- 7) Income Tax Clearance Certificate for the last three years.
- 8) Brief profile of the Agency.
- 9) Experience in the field (No. of existing as well as earlier clients and the satisfactory service).

The experience shall to be supported by copies of the contract & letter of satisfaction from each client.

CERTIFICATE		
This is to certify that I have enclosed of the following documents in support of my Tender		
Sl. No.	Type of Documents	Whether
		Yes or No
01	Regn. of the firm with Registrar of Companies in Govt. of Odisha/India.	Yes or No
02	Registration for EPF	Yes or No
03	Registration with ESIC	Yes or No
04	Registration with Central Labour Commissioner/Labour officer	Yes or No
05	Registration/licence under “Private Security Agencies Regulation Act” 2005	Yes or No
06	Registration for Service Tax	Yes or No
07	Income Tax Clearance Certificate for the last three years	Yes or No
08	Brief profile of the Agency	Yes or No
09	Experience in the field (No. of existing as well as earlier clients and the satisfactory service)	Yes or No
10	Order regarding Minimum wages applicable	Yes or No

Signature :

Name and Address of the Agency with Seal & date :

Annexure-II

Provision of Security Service at Regional Museum of Natural History, Bhubaneswar

1	2	3	4	5	6	7	8
Category of Man power	Monthly Wage Per Guard	EPF (Statutory)	ESI (Statutory)	Total (2+3+4)	Service Charge	Service Tax	Total amount per guard / month (5+6+7) In figure as well as in words
	(Rs)	(Rs.)	(Rs.)		(Rs.)	(Rs.)	
Security Guard (without arm)							

Rate of wages are to be quoted as on 01.10.2014 under the central Govt. minimum wage act 1948 **vide No. 1-17(3)/2014-LS-II dated 29.09.2014 notified by Govt. of India, Ministry of Labour & Employment, office of the Chief Labour Commissioner, New Delhi**

Supporting documents for monthly basic wage quoted above (Column 2) (such as order from Labour Commissioner Govt. of India regarding minimum wages) may be submitted.

Note:- If a firm quotes “Nil” charges/consideration, the bid shall be treated as unresponsive and will not be considered.

Signature of the Authorized Representative with date :

Name of the Authorized Representative :

Name of the Agency :

Address of the Agency :

Seal of the Agency :