

GA-14/2/2016-GENERAL
Government of India
Ministry of Women and Child Development
General Section

Shastri Bhawan, New Delhi
Dated: 05 April, 2017

To

As per list attached.

Subject:- Tender for award of Annual Contract for services of security guards in the Ministry of Women and Child Development – regarding.

Sir,

I am directed to refer to the subject stated above and to invite sealed quotations from experienced and reputed manpower service providers/agencies for providing services of security guards to this Ministry's offices located at Jeevan Vihar Building (3rd Floor) and Jeevan Tara Building (1st Floor), New Delhi for a period of one year from the date of award of contract. The terms and conditions of the contract are enclosed in Annexure-I. At present Twelve(12) numbers of security guards required to be engaged. The same can be increased or decreased depending upon the actual requirement of the Ministry.

2. The tenders should be submitted in two way bid system.

(A)The first sealed cover super-scribed as "Technical Bid" should contain the following items:

- (i)The proforma at Annexure-II, duly filled in, along with relevant documents/information.
- (ii)Acceptance of terms and conditions at Annexure-I.
- (iii)Earnest Money Deposit (EMD).

(B)The second sealed cover super-scribed "Financial Bid" should contain only rates which is to be quoted as per Annexure-III.

(C)Both the sealed covers should be placed in the main sealed cover super-scribed "Tender for supply of Security Guards" to be dropped in the Tender Box mounted at the gate of Room No.629, A-Wing, Shastri Bhawan, New Delhi so as to reach latest by 19th April, 2017.

3. The Technical bids will be opened by the Tender/Purchase Committee on the same day i.e. at 3.30 P.M. on the same date. The tenderers, if so desire, may remain present while opening the quotations.

4. The Tender/Purchase Committee will assess the ability of the agencies to supply requisite number of personnel based on its record/profile and on such other criteria as it may be fixed and only those found technically fit will be eligible for financial bid opening.

5. The Competent Authority in the Ministry reserves the right to amend/withdraw/relax/modify any of the terms and conditions contained in the Tender Documents or reject any or all application (offers) without giving any notice or assigning any reason thereof. The decision of Competent Authority in this regard will be final and binding.

6. The Tender form and other relevant enclosures can be downloaded from the Ministry's website i.e. www.wcd.nic.in.

Yours faithfully,


(B.B. Baseshankar)

Under Secretary to the Government of India

(श्री. बी. बसेशंकर)

(B. B. BASESHANKAR)
अवर सचिव/Under Secretary
महिला एवं बाल विकास मंत्रालय
Ministry of Women and Child Development

Copy to:-



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1. NIC Cell, MWCD with the request to upload the tender on the website of the Ministry.

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Terms and Conditions of contract for Security Guards

1. The Ministry of Women and Child Development, New Delhi invites tender from reputed, registered, recognized and experienced manpower agencies, placement service providers/firms with **at least five years' experience** for providing round the clock services of security arrangements at their offices in Jeevan Vihar Building (3rd Floor) and Jeevan Tara Building (1st Floor), New Delhi on competitive and contract basis. At present nine (12) numbers of security guards required to be engaged. The same can be increased or decreased depending upon the actual requirement of the Ministry.

2. The scope of work of security guards cover regulating the entry into the office premises to only the authorized persons, securing and safeguarding premises, its property from theft, damage etc. and preventing any unauthorized entry into the premises. They will also provide necessary help as may be required in case of any fire in the premises, particularly in evacuating the people through exit, quickly and safely. They will check all incoming and outgoing property/goods and shall ensure that they are accompanied by proper gate pass/authority letter. They will provide necessary security cover to the officials of the Ministry.

3. The Manpower deployed for the provision of security services i.e. security guards by the contractor/agency/firm shall be the employees of the agency for all intents and purpose. In no case a relationship of employer and employee between the Ministry of Women and Child Development and said manpower shall accrue implicitly or explicitly.

4. The firm shall be responsible for the suitability, medical fitness and police verification of character and antecedents of the manpower engaged by it for deployment in the Ministry and for satisfactory performance of the services.

5. The qualification requirement of the security guard are as follows:

i) The security guards provided should be in the semi-skilled category as per MWA, 1948

ii) The age of the person (s) put on duty for security arrangement shall not be less than 18 years and not more than 45 years.

iii) The person deployed by the agency as security guard should know to read, speak and write Hindi language.

iv) The agency shall provide a certificate that the security guards deployed in the Ministry are medically/physically/mentally fit to work for 8-9 hours a day.

6. The manpower so deployed by the contractor/agency/firm shall remain under the control and supervision of the agency and the agency shall be liable for payment for their wages under minimum wages Act, ESI, EPF etc. and all other dues payable under various labour regulations and other statutory provisions.

7. The firm shall ensure proper insurance coverage to its employees by taking adequate workmen compensation policy.

8. The contractor/agency/firm 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 other statutory requirements as applicable to the Government of Delhi/Government of India and the rules, regulations as amended from time to time in respect of the manpower deployment and also to present the documents confirming the compliance of the above provisions to the Ministry of Women and Child Development.

9. The rates quoted should be in lump sum calculated on notified daily wage basis as approved by Delhi Government and computed on monthly basis per employee inclusive of all allowance charges like ESI, PF and inclusive Sunday paid holidays, casual and earned leave etc.

and any other statutory obligation and should not be less than that accruing on the basis of the statutory wages.

10. The number of Security Guards may increase or decrease at the sole discretion of the Ministry.
11. The firm should have the registration with PASARA (Private Security Regulation Act) (Copy to be enclosed). The Contractor has to provide the application copy, if renewal of the same is pending.
12. The firm entrusted with the work shall have to carry out the contract at the rates approved by the Ministry shall be valid for the whole of the period of the contract and no upward revision will be allowed during the period of the contract under any circumstances except increase in Minimum Wages and proportionate increase in ESI/EPF etc. declared by the Government.
13. The firm should submit an undertaking to the effect that workers deputed by them to this would not be paid lower than the minimum wages as stipulated by the Government from time to time.
14. The firm shall be prompt in making replacement in case any guard is not available on duty or found unsuitable for duty. Agency shall promptly arrange additional staff whenever required by the Ministry. In normal conditions, worker will not be deployed for double duty. However, in case of emergency/urgency, a worker may not be allowed for more than two continuous duties.
15. The Ministry will not be responsible for any injury or loss of life of any personnel deputed by contractor which may take place in the course of their deployment. The contractor/agency/firm shall be solely liable for any violation of provision of the said Acts or any other Act, in this regard.
16. In case any of the person so deployed by the contractor/agency/firm 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 order of the Ministry of Women and Child Development shall immediately withdraw such persons from the premises of the Ministry and replace the personnel immediately with a suitable person.
17. The firm shall ensure decent behavior of the persons deployed inside the office premises and enforce prohibition of consumption of alcoholic drinks, pan, smoking and tobacco or any other prohibited substance.
18. Income Tax and surcharge (TDS) as applicable as per rule shall be deducted from the bills.
19. In the case of unsatisfactory services, the Ministry of Women and Child Development reserves the right to terminate the contract/agreement immediately without assigning any reason.
20. In case any lapse in the work is noted, it will result in a penal deduction from the bills/security deposit of the contractor/agency/firm. The penalty shall be decided by the Ministry of Women and Child Development.
21. The Ministry of Women and Child Development also reserves the right to levy any penalty for breach of any of the conditions/contract by the contractor/agency/firm 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 Ministry of Women and Child Development will be final and binding on the contractor/agency/firm.
22. The contractor/agency/firm will ensure co-operation to the caretaker, in-charge maintenance or any representative of the Ministry of Women and Child Development in their routine check of security arrangements.
23. The firm which will be finally awarded the contract by the competent authority shall be required to undertake the following before actual commencement of the work:



(5)

- i) Submit a consent letter for undertaking the contract with respect to all the conditions as stated above, after receipt of work order.
- ii) The agency is required to submit the performance security in the form of bank guarantee for an amount of Rs. 80,000/- for a period of one year from any nationalized bank in New Delhi.
- iii) Submit the list of potential persons for the service of security guards along with list of reserve guards and documents supporting their qualification and age and also submit police verification of the security guards for scrutiny before they are deployed.

24. Payment in respect of the manpower deployed will not be allowed until prior approval/permission of the Ministry is obtained.

25. The Ministry of Women and Child Development 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.

26. The firm must have a local office in Delhi, a regular telephone at office and residence.

27. During the period of this contract, the firm shall provide uninterrupted service round the clock and perform their duties diligently, honestly and to the entire satisfaction of the Ministry. The firm shall constantly keep in touch with the Ministry regarding the service arrangements provided at Jeevan Vihar Building and Hotel Janpath and abide by the instructions and directions issued by the Ministry in this regard from time to time.

28. All claims which may arise due to the negligence of the persons deployed (including all types of charges/incidental charges/legal charges, etc.) shall be borne by the firm.

29. The firm shall maintain an attendance register for the security personnel deployed in the Ministry's office at above premises and such register must be made available to the Ministry for checking duty. The persons deployed by the firm should be in proper uniform (supplied by the firm) as directed by the Ministry and other accessories, if any, for the security of the Ministry which shall be provided by the firm (e.g. Torch with batteries, stick, etc.).

30. At the end of every month, the firm shall submit the 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 Ministry and documents for complying with the provisions of clause above. The payment would be arranged from the Pay & Accounts Office, Ministry of Women and Child Development, Government of India through ECS. In case of failure of the firm in providing the service of the security personnel on particular day (s) or in the cases of deployed persons absence from duty/service, proportionate deduction shall be made from the bill.

31. It is mandatory for the firm to make the payment to the personnel engaged by the firm in the Ministry well within time stipulated as per labour laws. In case any complaint is received or it is observed that the payment to the security guards is not being made as per law, the firm shall have to make payment to these workers at their risk and cost in presence of an authorized officer of the Ministry. The Ministry shall not incur any liability for any expenditure whatsoever on the persons employed by the firm on account of any such statutory obligation.

32. In case the firm is unable to render service of requisite specification and quality necessary deduction or otherwise would be made from their bills. This shall be binding on the firm.

33. Initially the contract will be awarded for a period of one year only from the date of award of the contract. The contract may be renewed for further periods on the same terms and conditions at the discretion of the Ministry. In case the services are not found satisfactory, the contract shall be terminated with one month's notice to the firm.

34. The contract can be terminated by the Ministry at any time without notice in the event of gross security risk or gross damage to the Ministry's property due to the firm's failure or persistent failure by the agency in providing satisfactory service to the Ministry or because of any lapse on the part of the security personnel. The decision of the Ministry in this regard shall be final and binding on the firm.

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35. In case of any dispute arising out of this contract/award of work between the Ministry and the firm, the decision of the Ministry of Women and Child Development or any other officer appointed by the Ministry shall be final, conclusive and binding on all parties to the contract.
36. The firm shall not sublet the work to other contractor/agency/firm after the award of work.
37. Any damage to the Ministry's property caused by the carelessness of the workers shall be borne by the firm and such loss should be brought to the notice of the Caretaker/In-charge Maintenance or to the Ministry by the firm/agency/contractor immediately.
38. The firm should not have been blacklisted by any organization. Necessary declaration to this effect should be attached with the Technical Bid.
39. An earnest money of Rs.40,000/- (Rupees Forty 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 Women and Child Development. Tender not accompanied with requisite earnest money will be rejected out-rightly without assigning any reasons/entertaining any correspondence. The earnest money of unsuccessful bidders will be refunded without accrual of any interest in due course of time. The EMD of successful bidder will be returned after all other formalities regarding award of contract is completed and submission of requisite performance security.
40. The successful bidder/tenderer, on acceptance of the contract have to deposit a performance security of Rs.80,000/- (Rupees Eighty thousand only) in the form of DD/Pay Order from any nationalized bank in favour of PAO (WCD), Ministry of Women & Child Development, Shastri Bhavan, New Delhi or Bank Guarantee within ten days from acceptance of offer. The performance security deposit will be forfeited, if any deviation by the contractor is found from the instructions given by the Ministry. After expiry of contract the security deposit will be refunded after deduction of dues, if any, without any interest.
41. Jurisdiction for legal disputes, if any, arising during the period of the contract, will be in Delhi Courts only.

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TECHNICAL BID

S.No.	Particulars	To be filled by the Tenderer
1.	Name of the Agency	
2.	Detailed office address of the agency with office telephone number, e-mail address, Fax Number, Mobile Number and name/Designation of the contact person.	
3.	Whether registered with all concerned Govt. authorities (Registrar of Companies, Commissioner Employees etc.) – copies of all certificates of Registration should be attached.	
4.	PAN/TIN Number (copies to be enclosed)	
5.	Service Tax Registration No. (copy to be enclosed)	
6.	Copy of the PSARA registration no.	
7.	Agency profile including previous experience of security services in Govt. Ministries/Departments.	
8.	Copies of EPF and ESI certificates	
9.	Copy of Labour License Certificate.	
10.	Details of EMD (i) Amount (ii) Draft No. (iii) Date (iv) Issuing Bank	
11.	Whether a copy of terms and conditions (Annexure-I) duly signed in token of acceptance of the same is attached.	
12.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India (If no, an undertaking to this effect is to be attached)	

(Signature of the authorized person)

Date:

Place:

Name _____

Designation _____

Seal _____



FINANCIAL BID
For providing Security Guards in the
Ministry of Women & Child Development

1. Name of tendering Company/Firm/Agency _____
2. Details of Earnest Deposit: Rs. _____/-
DD/PO No. & Date.....
.....
Name of the Bank &
Branch.....
3. Rates per person per month (8 hours excluding ½ hr. lunch) is Rs.....

S.No.	Component of Rate	Amount in Rupees
1.	Daily wage rate (Not less than minimum Wages in Semi-skilled Category as per MWA, 1948)	
2.	Employees Provident Fund as per applicable rates	
3.	Employees State Insurance as per applicable rates	
4.	Services Tax Liability as per applicable rates	
5.	Any other statutory or legal liability (Please indicate)	
6.	Contractors Admn/service charge	
7.	Charges for additional hour (overtime)	
8.	Any other Charges	
	Total (Column 1 to 8 above)	

Signature of authorized person:

Full Name:.....
Official seal:.....

Date:
Place:

- Rates quoted should be equal to or more than the minimum wages prescribed under Minimum Wages Act, 1948 as applicable in the NCT of Delhi

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