

OFFICE MEMORANDUM

Subject: Tender for awarding contract for services of security guards in the Ministry of Women and Child Development.

The Ministry of Women and Child Development invites sealed quotations for award of contract for providing round the clock services of security arrangements at the Ministry's offices located at Jeevan Vihar Building (3<sup>rd</sup> Floor) and Hotel Janpath (1<sup>st</sup> Floor), New Delhi for a period of one year from the date of award of contract. At present Nine (09) numbers of security guards required to be engaged.

2. Only registered and reputed firms having requisite competence/capacity to provide security services in Government Ministries/Departments/Autonomous Bodies/PSUs etc. are eligible to participate in the tender process. The firm must be registered with ESI, PF, Service Tax and have Labour License and PAN. Copies of all relevant documents are required to be enclosed with the bid.
3. The firm should have at least three (03) years experience and should have undertaken such work with at least three government organizations.
4. 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 or any other calamity 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 they are accompanied by proper gate pass/authority letter. They will provide necessary security cover to the officials of the Ministry.
5. 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.
6. The agency 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. The agency shall provide appropriate training to the manpower to be engaged by them before deployment for satisfactory performance of services.

*Shankar Das*

7. The qualification requirement of the security guard are as follows:
- i. Essential qualification 10<sup>th</sup> Class pass (minimum)
  - 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 be able 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.
8. 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.
9. The agency shall ensure proper insurance coverage to its employees by taking adequate workmen compensation policy.
10. 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 India/Government of Delhi 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.
11. The agency 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.
12. 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/duty. The contractor/agency/firm shall be solely liable for any violation of provision of the said Acts or any other Act, in this regard.
13. 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.
14. The agency 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.
15. Income Tax and surcharge (TDS) as applicable as per rule shall be deducted from the bills.

*Shankar Singh*

16. 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.
17. 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.
18. 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.
19. 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.
20. The agency must have a local office in Delhi, a regular telephone at office and at residence.
21. During the period of this contract, the agency shall provide uninterrupted service round the clock and perform their duties diligently, honestly and to the entire satisfaction of the Ministry. The agency 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.
22. 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.
23. The agency 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 agency should be in proper uniform (supplied by the agency) as directed by the Ministry and other accessories, if any, for the security of the Ministry which shall be provided by the agency (e.g. Torch with batteries, stick, etc.).
24. At the end of every month, the agency 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 agency 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.

*Shankar D. Singh*

25. It is mandatory for the agency to make the payment to the personnel engaged by the agency 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 agency 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 Agency on account of any such statutory obligation.
26. In case the agency 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 agency.
27. Initially the contract will be 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 if the agency provides satisfactory service. In case the services are not found satisfactory, the contract shall be terminated with one month's notice to the agency.
28. 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 agency'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 agency.
29. In case of any dispute arising out of this contract/award of work between the Ministry and the agency, 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.
30. The agency shall not sublet the work to other contractor/agency/firm after the award of work.
31. Any damage to the Ministry's 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 Ministry by the firm/agency/contractor immediately.
32. The agency should not have been blacklisted by any organization. Necessary declaration to this effect should be attached with the Technical Bid.
33. Jurisdiction for legal disputes, if any, arising during the period of the contract, will be in Delhi Courts only.
34. The Ministry of Women and Child Development will have no liability whatsoever concerning the persons deployed by the tenderer for the purpose. The successful tenderer shall keep the Ministry indemnified against all losses or damages or liability arising out of or imposed in the course of employment of person (s) by the tenderer and its staff.

*Shaneet Singh*

35. The tenderer shall be responsible for payment of any compensation/settlement of any liability arising out of any death or injury caused to the persons employed by the firm for rendering the jobs on contract under the agreement, either under the Workmen Compensation Act or any Act in force at that time.
36. **An earnest money of Rs.40,000/- (Rupees Forty thousand only)** should be submitted along with the tender in the form of Demand Draft / Pay Order drawn in favour of Pay & Accounts Officer (WCD), Ministry of Women and Child Development, Shastri Bhawan, New Delhi. **Tender not accompanied with requisite earnest money will be rejected outrightly without assigning any reasons/entertaining any correspondence.** The earnest money of unsuccessful tenderer 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.
37. The successful bidder/tenderer, on acceptance of the contract shall have to deposit a performance security of Rs.75,000/- in the form of DD/Pay Order from any nationalized bank in favour of PAO (WCD), Ministry of Women and Child Development, Shastri Bhawan, New Delhi or Bank Guarantee within ten days from the 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 same will be refunded after deduction of dues, if any, without any interest.
38. Tenders incomplete in any respect are liable to be rejected without assigning any reason.
39. The number of Security Guards may increase or decrease at the sole discretion of the Ministry.
40. Pre-mature withdrawal of the tender by the tenderer shall result in forfeiture of the earnest money/performance security.
41. The firm entrusted with the work shall have to carry out the contract at the rates approved by the Ministry which 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.
42. 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.
43. The bidder should furnish the details in the enclosed pro-forma at **Annexure-I**. They are also required to furnish desired documents as indicated in preceding paragraphs.
44. 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:
- (i) Submit a consent letter for undertaking the contract with respect to all the conditions stated above.

*Shankar Singh*

- (ii) The agency is required to submit a bank guarantee as stated above.
- (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.

45. The tender should be submitted in two sealed covers.

- (i) The first sealed cover should be superscribed "**Technical Bid**" and should contain:
  - a. Copy of Registration Certificate of the firm/agency.
  - b. Copies of EPF and ESI certificates.
  - c. Copy of Service Tax Registration certificate.
  - d. Copy of Labour License certificate.
  - e. Agency profile including previous experience of security services in Government Departments.
  - f. Earnest Money Deposit (EMD)
  - g. PAN photo copy
- (ii) The second sealed envelope superscribed "**Financial Bid**" should contain only rates which are to be quoted on monthly basis. No overwriting or cutting is permitted in the Financial Bid.
- (iii) Both the sealed cover (Technical & Financial) should be placed in the main sealed envelop superscribed "QUOTATIONS FOR PROVIDING SECURITY GUARDS". This should be addressed to Under Secretary (General), Ministry of Women and Child Development, Shastri Bhawan, Dr. Rajendra Prasad Road, New Delhi-110 001 and should be dropped in the Tender Box located outside Room No.629 (6<sup>th</sup> Floor), A-Wing, Shastri Bhawan, New Delhi by **11.00 A.M. on 10<sup>th</sup> June 2015.**

46. Financial bids of only those who qualify in technical bids will be opened.

47. The tenders received will be opened by the Tender/Purchase Committee of the Ministry on **11<sup>th</sup> June 2015 at 11.30 A.M.** in Room No.746-A, Shastri Bhawan, New Delhi or any other venue as may be decided by the Committee in presence of the participating bidders (one member only) who wish to be present.

Yours faithfully,



(Shailendra Kureel)

Under Secretary to the Government of India

Tel.23382676

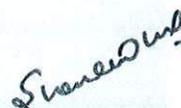
TECHNICAL BID

S/N	Particulars	To be filled by the Tenderer
1.	Name and address of the Agency/Firm	
2.	Name of the Proprietor/Partners of the Agency/firm and telephone number.	
3.	Registration No. of the Firm/Agency (copy to be attached)	
4.	Copies of Income Tax Returns (ITRs) for the last three years to be furnished/attached.	
5.	ESI Registration number (copy to be attached)	
6.	EPF Registration number (copy to be attached)	
7.	PAN/TAN Number (copy to be attached)	
8.	Service Tax Registration number (copy to be attached)	
9.	Labour License No. (copy to be attached)	
10.	Length of experience in the field (list of jobs undertaken in Government Ministries/Departments to be attached)	
11.	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, a certificate is to be attached in this regard).	
12.	Whether the terms and conditions, duly signed, in token of acceptance of the same is attached.	
13.	Details of EMD	
	(i) Amount	
	(ii) Draft No.	
	(iii) Date	
12.	Whether a copy of terms and conditions (Annexure-I) duly signed in token of acceptance of the same is attached.	

(Name and signature of the authorized person with seal)

Date:

Place:



FINANCIAL BID

Rates Payable to the security guards per month inclusive of holidays/weekly off and other statutory dues/taxes/service charges etc.

1.	Minimum Wages/Rates	Per month per Security Guard (in Rs.)
2.	ESI contribution per person per month.	
3.	PF/EPF contribution per person per month.	
4.	Per month Service charges. #	
5.	Any other statutory charges levied by the Government.	
6.	Any other charges, if any.	
7.	Total per month charges for per person including ESI & EPF etc.	

# Service charges cannot be 'Nil' or 'Zero'. It should be in conformity with Ministry of Finance, Department of Expenditure, PP Division's OM No.29(1)/2014-PPD dated 28-01-2014.

Date:

(Name and signature of authorized person with seal)

*Shamirud Uddin*