

F.No.4-5/2008-General
Government of India
Ministry of Women and Child Development

Shastri Bhavan, New Delhi
Dated: 17 -01-2011

To

As per list attached

Sub: Quotation for security guards arrangements at Jeevan Deep Building and Hotel Janpath, New Delhi-regarding.

Sir,

Sealed quotations are invited from experienced and reputed manpower services provider agencies for service of security guards at this Ministry's office at Jeevan Deep Building and Hotel Janpath, New Delhi for a period of one year from the date of award of the contract. The terms & conditions of the contract are enclosed in Annexure-I. The number of security guards required to be engaged at present is 12 but this can be increased or decreased depending upon the requirement.

2. The sealed quotations in the prescribed proforma as given in Annexure-II and III may be submitted in an envelope duly super-scribed "Quotations for Security Guards arrangement at Jeevan Deep Building and Hotel Janpath office of Ministry of Women and Child Development and addressed to Under Secretary (G), Ministry of Women and Child Development, 3rd Floor, Room No.310, 'A' Wing, Shastri Bhavan, New Delhi-110001 and dropped in Tender Box of this Ministry kept in Room No.629 'A' Wing, Shastri Bhavan, New Delhi. The last date for receipt of tender is 31-01-2011 at 2.30 PM. The quotations reached after the prescribed date & time shall not be entertained. The quotations will be opened on the same day i.e. at 3.30 PM on 31-01- 2011 in Room No.310 'A' Wing, Shastri Bhavan, New Delhi in the presence of the tenderers or their representatives who may like to remain present.

3. The competent authority in the Ministry reserves the right to amend/withdrawn/relax/modify any of the terms and conditions contained in the Tender Documents or reject any or all application (offers) without giving any notice or assigning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 will be final and binding.

4. The Tender form and other relevant enclosure can be downloaded from the website of the Ministry i.e. www.wcd.nic.in.

Yours faithfully,

(Jai Kishore)
Under Secretary to the Govt. of India
Copy to:

Dir. NIC, with the request to upload the tender on the website of the Ministry.

Annexure-I

Terms & 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 contract/firm with at least two years experience for providing round the clock services of security arrangements at their offices in Jeevan Deep Building & Hotel Janpath on competitive basis and on contract basis. The number of security guards required to be engaged at present is 12 but this can be increased or decreased depending upon the requirement.
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 to 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 term contract means the formal agreement to be signed between the Ministry of Women and Child Development and the Agency at the time of award of work.
5. 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 Ministry of Women and Child Development and for satisfactory implementation of the service.
6. The qualification requirement of the security guard 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 45 years (c) In case the agency is required to deploy Ex-servicemen, relevant records like their discharge certificate etc. should be produced when the contract is awarded (d) The person deployed by the agency as security guard should know to read to speak and to write Hindi and English language. 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.

7 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, ESI, EPF, Bonus etc. and all other dues payable under various labour regulations and other statutory provisions.

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

9. 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 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 confirming the compliance of the above provisions to the Ministry of Women and Child Development.

10. 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 allowances 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. No revision of the wages shall be entertained during the period of contract except when there would be any statutory revision of rate duly notified from time to time by the competent authority.

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 personnel's deputed by contractor which may take place in the course of their deployment.

13 The contractor/agency/firm shall be solely liable for any violation of provision of the said Acts or any other Act.

14 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 the order of the Ministry of Women and Child

Development shall immediately withdraw such persons from the premises of M/o WCD, New Delhi

15. 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 substances.

16. On award of the contract, the successful contractor/agency/firm will be required to execute an arrangement and to deposit an amount equivalent to one tenth of the annual tender value in the form of Bank Guarantee as a security deposit against loss/damage to the property of the Ministry of Women and Child Development. The Security deposit will be refundable after the expiry of the contract period; any loss/damage sustained to the Ministry of Women and Child Development during the currency of agreement would be adjusted/recovered from the amount of security deposit.

17 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.

18. 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.

19. 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.

20. The Ministry of Women and Child Development also reserved 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.

21. The contract/agency/firm will ensure co-operation to the caretaker, incharge maintenance or any representative of the Ministry of Women and Child Development 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 New Delhi for an amount equivalent to one tenth of the annual tender value

(c) Sign an agreement with the Ministry of Women and Child Development in bond paper worth of Rs.100/- (the amount to be borne by the agency), the details of which will be sent subsequently and should be certified by the Notary.

(d) Submit the list of potential persons for the service of security service alongwith list of reserve all documents supporting their qualification and submit police verification of the service personnel for scrutiny before they are engaged.

23. Payment in respect of the manpower deployed other than those mentioned in para 22(d) above will not be allowed until prior approval/permission of the Ministry is obtained.

24. 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.

25. The agency must have a local office in Delhi, a regular telephone at office and residence.

26. 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 touch with the Ministry regarding the service arrangements provided at Jeevan Deep Building & Janpath Hotel and abide by the instructions and directions issued by the Ministry in this regard from time to time.

27. 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.

28. The agency shall maintain an attendance register for the security personnel deployed in the Ministry office at Jeevan Deep Building & Janpath Hotel and such register must be made available in 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.).

29. At the end of every month, the agency shall submit to the Ministry of Women & Child Development pre-receipted & stamped bills in three copies along with a copy of the attendance register for the month duly certified by the authorized representatives of the Ministry and documents for complying with the provisions of clause (9) above. The payment would be arranged from the Pay & Accounts Officer, Ministry of Women & Child Development, Govt. of India, through this office by ECS/ A/C payee cheque. In case of failure of the agency in providing the service of the security personnel on particular day(s) on the case of his/her absence from duty/service proportionate deduction shall be made from the bill.

30 It is mandatory for the agency to make the payment to personnel engaged by agency in the Ministry well within time stipulated as per labour laws. In case any complaint is received or it is observed that payment to 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.

31. In case the agency is unable to render service of requisite specification and quality necessary deduction or other wise would be made from bill. This shall be binding on the agency.

32. Initially the contract will be for a period of one year only from the date of award of contract. The contract may be renewed for further periods on the same terms and conditions at the discretion of the Ministry. At the end of the 3rd month, the service of the person will be scrutinized by the Ministry and its decision in this regard shall be final and binding to the Agency. If found satisfactory, the service may continue. In case the service is not found satisfactory, the contract shall be terminated with one month's notice to the agency.

33. The contract can be terminated by the Ministry at any time without notice in the event of gross security risk or gross damage to Ministry's property due to the agency's failure of 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.

34. In case of any dispute arising out of this contract/award of work between the employer and the agency, the Ministry of Women & Child Development or any other officer appointed by Ministry of Women & Child Development shall be final, conclusive and binding on all parties to the contract.

35. The agency shall not sublet the work to other contractor/agency/firm after the award of work.

36. 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/Incharge Maintenance or to the Ministry of Women & Child Development by the firm/agency/contractor.

37. 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 & Child Development. Tender not accompanied with requisite earnest money will be rejected outrightly without assigning any reasons/entertaining any correspondence. The earnest money of unsuccessful tenders will be refunded without accrual of any interest, in due course of time as per official convenience.

ANNEXURE-II

The details in respect of the Agency are as given under:

S.No.	Particulars	To be filled by the Tenderer
1	Name of the agency (a brief profile of the agency should also be enclosed)	
2	Detailed Office Address of the agency with office telephone No, Fax No., Mobile No. 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	Number of Employees as on March 1, 2010 & also as on date.	
7	Length of experience in the Field	
8	List of Govt. Ministries/Departments/clients showing experience in the field(Copies of contracts/orders placed on the agency during last two years should be attached)	
9	Income Tax Clearance Certificate (proof to be attached)	
10	Details of EMD (i) Amount (ii)Draft No./date (iii)Issuing Bank	
11	Whether a copy of terms and conditions-Annexure-I duly signed in token of acceptance of the same is attached	

(Signature of the authorized person)

Date :

Name :

Place :

Designation :

Business address

Seal :

ANNEXURE-III

With reference to your letter No. _____ dated _____ on the subject noted, I/we quote the rates, excluding the service charge and service tax for providing security service at Jeevan Deep Building & Hotel Janpath, Ministry of Women and Child Development on monthly basis as under:

Particular	Rate per person per 8 hours workday*
1) Ex-servicemen as Security Guards	In figures: In Words:
2) Security Guards-other than Ex-Service Man	In figures: In words:
3) Service Charges	In figures: In words

*The rates quoted shall be inclusive of all statutory deductions including employees Provident Fund, ESI contributions and shall be in conformity with the Minimum wages Act.

DECLARATION

- (i) We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this tender.
- (j) We are not black-listed by any Central/State Government/Public Sector Undertaking in India.

Yours faithfully,

Signature (authorized signatory)

Name

Designation

Agency name

Agency Seal

Date

Place.