

TENDER DOCUMENT

for

SECURITY SERVICES

at

REGIONAL MUSEUM OF NATURAL HISTORY BHOPAL

Regional Museum of Natural History
(Ministry of Environment, Forest & Climate Change)
E-5, Arera Colony, Bhopal - 462 016 Phone: 2420429, 2467551

Tender rules for providing the Security Services

1. The Scientist-B & Head of Office, Regional Museum of Natural History, Bhopal invites tender on behalf of the Director, National Museum of Natural History, New Delhi (NMNH) from reputed, registered, recognised and experienced Manpower service providing agencies, placement service agencies contractual agencies / firms with at least two years' experience in the same field, for providing the service of security arrangements by deploying 7 no. of security personnel for the Regional Museum of Natural History, E-5, Arera Colony, Bhopal for a period of one year initially, and extendable further, subject to satisfactory performance of the vendor, on outsourcing basis. The security personnel shall be deployed round the clock in three shifts (at least 2 at a time) 7 days a week.

2. The manpower deployed by the Agency shall be the employees of the agency for all intents and purposes and in no case, there shall be a relationship of employer and employee between Regional Museum of Natural History (RMNH) Bhopal and the said manpower shall accrue implicitly or explicitly.

3. The term "Museum" wherever mentioned in the Tender shall mean the Regional Museum of Natural History (Bhopal). The term "Agency" wherever mentioned in this tender shall mean the Firm selected for acceptance of award of the contract by the competent authority.

4. The term contract means the formal agreement between the "Museum" and "Agency," which would be signed at the time of award of work by the "Museum" to the "Agency". The Agency shall be responsible for the Suitability, Medical Fitness and police verification of the Character and antecedents of the manpower engaged by it for deployment at RMNH Bhopal and for satisfactory implementation of the services, the qualification requirements of the Security Guard are as follows:

- (a) **Essential qualification** : 10th class pass
- (b) **Age** : Between 21-50 years
- (c) The person deployed by the agency as security guard should know to read, to speak & to write Hindi & English languages.

Desirable:-

Preference will be given to the agency/firm/contractor that provides services of retired army man.

5. The financial bid for the Security Services shall be in the prescribed format Form 'A' kept in sealed envelope (do not staple) and deposited in the tender box kept in the Museum office or sent by registered post so as to reach the Museum latest by **3.00 pm on 21.02.2018**. Any postal delay will not be considered. The tenders shall be addressed to **The Scientist-B & Head of Office, Regional Museum of Natural History, Paryavaran Parisar, E-5, Arera Colony, Bhopal- 462016, and super - scribed on top of the sealed envelope "TENDER FOR SECURITY SERVICES". Only sealed tenders will be accepted.**

6. The **tenders will be opened at 4.00 pm on 21.02.2018** in the Conference room of Museum in the presence of those tenderers who may wish to be present at that time.

7. The manpower so deployed by the Agency shall remain under the control and supervision of the Agency. The Agency shall be liable for payment of their **wages, EPF, ESI etc. and all other dues**

liable under various labour Regulations and other statutory provisions. The agency will be responsible for all the statutory rules and regulations of the following Acts.

- a. Minimum wage Act 1948
 - b. Employees PF and miscellaneous provisions Act 1952
 - c. ESI Act 1948
 - d. Factories Act and M.P. rules 1948 and 1962
 - e. Contractor labour regulation and abolition policies 1970
 - f. Payment of wages Act 1936
 - g. Workman compensation Act 1923 and other rules applicable from time to time. Any violation in the aforesaid acts attracts legal complication for which agency will be totally responsible.
8. The agency shall be solely liable for any violation of provision of the said Acts or any other Act.
9. The agency has to produce their claim as pre-receipted bills in triplicate on or before 5th day of every month for the previous calendar month. Without a photocopy of attendance register, Salary receipt, ESI and EPF deposit slips of the deployed manpower, bills would not be entertained. Bills should be certified by the authorised representative of the “Agency”.
10. After a judicious scrutiny, bills will be forwarded to the Director, National Museum of Natural History, New Delhi. The payment would be arranged from the Ministry of Environment, Forest & Climate Change, Government of India through the Director, National Museum of Natural History, (NMNH), New Delhi through ECS. This processing of bills may take approx. one to three months from the date of submission of the bills by the agency.
11. 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 recommendations of the Scientist-B & Head of Office, RMNH, Bhopal. This shall be binding on the “Agency”.
12. In case any of the persons 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 un-lawful activity including riots or disorderly conduct, the Agency on the order of the Scientist-B & Head of Office, RMNH, Bhopal shall immediately withdraw such person(s) from the premises of RMNH, Bhopal.
13. The agency will be responsible to compensate the losses to the museum (including all types of theft/ charges/ incidental charges/ legal charges etc.) arising from negligence, carelessness, misconduct of agency, their staff, deployed personnel, agent or representatives.
14. Any damage to the Museum property shall be borne by the Agency and such loss should be brought to the notice of the Caretaker, I/C Maintenance or to the Scientist-B & Head of Office, RMNH, Bhopal by the Agency.
15. On award of the contract, the successful Agency will be required to execute an agreement and to deposit an amount equivalent to **10 % of annual payment per person for SEVEN personnel** of a/c payee DD/Banker’s Cheque drawn in favour of **“Pay & Accounts Officer, Ministry of Environment, Forest & Climate Change, New Delhi”** as Performance Security against loss/ damage to the property of the RMNH, Bhopal. No Interest will be payable on the Performance Security by RMNH, Bhopal.
16. The Performance Security deposited by work awarded agency will be refundable (may be arranged in three month) after the expiry of the contract period, any loss/ damage sustained to the RMNH during the currency of agreement would be adjusted/ recovered from the amount of Performance Security.
17. Income Tax and surcharge i.e. TDS as per rules 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 Scientist-B, RMNH, Bhopal reserves the right to terminate the contract/ Agreement immediately without assigning any reason.
19. No regular employees of RMNH, Bhopal shall be employed by the Agency either part-time or full time.
20. In case any lapse in the work is noticed, it will result in a penal deduction from the Bills of the Agency. The penalty shall be decided by the Scientist-B & Head of Office, RMNH, Bhopal.
21. The Scientist-B & Head of Office, RMNH, Bhopal also reserves the right to levy any penalty for breach of any of the conditions/ contract of the Agency including forfeiture of the Performance security, deduction from the monthly bills of the Agency and may award the work to the next panel agency. The decision of the Scientist-B & Head of Office, RMNH, Bhopal will be final and binding on the Agency.
22. The Agency will ensure co-operation to the Caretaker, In-charge maintenance or any representative of the RMNH, Bhopal in their routine check-up of Security arrangement in the Museum premises.
23. Tenders incorporating additional conditions by the Agency will not be entertained and will be summarily rejected.
24. The “Agency” which will be finally awarded the contract by the competent authority shall be required to undertake the following before actually 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 bond worth Rs.500/- (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 Services with all documents supporting their qualifications, age and submit police verification of the service personnel (i.e. Security Guards) finally selected and also submit the original certificates for verification as per clause (4) above which will be returned.
 - d. The agency has to take-over the charges from previous agency.
25. The Director, National Museum of Natural History (Ministry of Environment, Forest & Climate Change, Govt. of India), New Delhi is the competent authority and reserves all rights 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 “Agency” must have a local office in Bhopal with a regular telephone at office and residence.
27. During the period of this contract, the “Agency” shall provide uninterrupted services and perform their duties diligently, honestly and to the entire satisfaction of the “Museum”. The “Agency” shall constantly keep in touch with the “Museum” regarding the service arrangements provided to the Museum and abide by the instructions and directives issued by the “Museum” in this regard from time to time.
28. The “Agency” shall maintain an Attendance Register for the Security Personnel deployed in the Museum and such registers must be available to the Museum for checking daily.
29. The agency shall provide full uniform and ancillary equipment like raincoat, shoes, whistle, belts caps, torch, batteries etc. conforming to the standards of disciplined armed forces in PARADE STATE. Security guards on duty smartly and neatly on police pattern and ensure good behaviour with the visitors and staff of the museum.

Initially the contract will be for a period of one year from the date of award of contract, which may be extended for further periods on the same terms and conditions at the discretion of the Scientist-B & Head of Office, RMNH, Bhopal.

31. The contract can be terminated by the "Museum" at any time without notice in the event of gross security risk or gross damage to Museum's 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 "Museum" in this regard shall be final and binding on the "Agency".

31. Both the Museum and the Agency agree that either party can terminate this Contract without assigning any reason by providing one month's notice in writing to the other.

32. In case of any dispute arising out of this contract/ award of work between the "Museum" and the "Agency", the matter shall be sent to the sole arbitration i.e., the Director, National Museum of Natural History, New Delhi 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.

33. The Agency should submit all the documents as per the details given in the Form 'B'. Any modification in the Tender Form 'A' shall not be accepted.

34. The Agency shall submit the list of persons engaged for the Security work to the Scientist-B & Head of Office, RMNH, Bhopal and should obtain pass for entry in the Campus and Building duly signed by the Scientist-B & Head of Office, after award of the contract.

35. The Agency shall not sublet the work to other Agency after the award of the work.

36. Canvassing in any form regarding the tenders is strictly prohibited and the tenders submitted by the parties who resort to canvassing will be liable to rejection on that ground.

37. The Agency shall declare in writing that none of their partners is in any way related to any official(s) of the RMNH, Bhopal.

38. The "Museum" shall have no responsibility for providing living accommodation to the personnel deployed by the "Agency". The "Museum" shall provide only the necessary covered space for check-post inside the campus but duties shall also include outdoors.

39. A Bid Security (EMD) of 5% of annual payment per person for seven personnel should be paid with the Tender in the form of Account Payee Demand Draft/ Bankers Cheque drawn in favour of the " SCIENTIST-IN-CHARGE , RMNH , BHOPAL . The Tenders submitted without Bid Security will not be entertained.

40. The Agency shall ensure proper Insurance coverage to its employee by taking adequate Workmen Compensation policy.

Dr. Manoj Kumar Sharma
Scientist-B & H.O.
Regional Museum of Natural History, Bhopal

FORM 'A'
REGIONAL MUSEUM OF NATURAL HISTORY, BHOPAL - 462 016

Name and Address of the agency
.....

Phone (O)..... (R)..... Fax.....

(Financial Bid)

Rates for deployment per/one security guard:

1. Security charges (per guard per month)* :
(Rupees)
 2. EPF: Rs.....
 3. ESI: Rs.
 4. Service Charges (Contractor charges): per month/per guard: Rs.....
 5. GST:.....
 6. Total: Rs..... (Rupees.....)
- For one security guard per month

* The rates quoted for security guard shall not be less than the minimum wages fixed by the State Government as per notifications / circulars issued from time to time in compliance with the provisions of Minimum Wages Act and the Contract Labour (Regulation & Arbitration) Act, 1970.

Note:

1. Any over writing or cutting in the above tables will not be considered.
2. The quoted rates should be inclusive of all taxes and other mandatory levies and statutory benefit such as minimum wages, ESI / PF & GST (CGST & SGST) etc.
3. Tender will have to include service charges. Without service Charge, tenders will not be entertained and summarily rejected. If a firm quotes 'Nil' charges / consideration, the bid shall be treated as unresponsive and will not be considered.

Certificate: I have physically inspected the premises and understand the volume of work and agree to the terms and conditions laid down in the letter inviting quotations.

(Signature of the authorized representative of the Agency with seal)

FORM 'B'

DOCUMENTS TO BE SUBMITTED

The Agency submitting tender for House Keeping Personnel in RMNH, Bhopal must enclose the following readable documents (photocopies) along with completely filled in and signed tender form 'A' issued along with the terms and conditions.

Following documents should be enclosed and flagged in the order given below.

1. The Notice Inviting Tender (NIT).
2. EMD of 5 % of total annual emoluments by way of bank draft issued by a nationalized bank in favour of "**Scientist-in -Charge, RMNH, Bhopal** payable at Bhopal
3. Profile of the company
4. Registration with Govt. (copy to be attached)
5. EPF registration details (copy to be attached)
6. ESI registration details (copy to be attached)
7. Registration with Labour office from Central and State
8. PAN (copy to be attached)
9. GST registration number (copy to be attached)
10. Name of the organization / Government institutes where similar service was provided by the agency during last three years (proof to be attached)
11. Proof of executing orders of similar woks during each of last three years i.e. years 2014-15, 2015-16 & 2016-17.
12. Any other relevant information (proof to be attached)
13. Details of the firm/company in case of Partnership Firm.
14. Self-attested copies of Income Tax return for last two years

AGREEMENT

This agreement is made at Bhopal on of the between the Regional Museum of Natural History, Bhopal, hereinafter called RMNH, on the one part and M/s (hereinafter called the agency) the term which includes successor, legal heirs on the other part.

1. In consideration of the amount payable by the RMNH to the agency, the agency undertake to provide Security services work in the Museum and its Campus and at any other place as directed by the Scientist-B & Head of Office, RMNH, Bhopal.
2. The agency shall carry out Security Services as mentioned in clause 5 stated below satisfactorily on all the 24 hours on all the days of the period of contract without break.
3. The agency shall engage at least **7 numbers of Security personnel**, who should know Hindi and English languages to read, write and speak. The security personnel shall be deployed round the clock in three shifts (at least 2 at a time) 7 days a week.
4. All the security guards of the agency should fulfil the following requirements:
 - (a) **Essential qualification** 10th class passed
 - (b) **Age** Between 21-50 years
5. The nature of Security work in the RMNH is given below:
 - a) Monitoring incoming and outgoing movements of persons and materials.
 - b) Only fire fighting trained security guards must be deployed.
 - c) Safety of exhibits, installations, equipments and other assets of the Museum kept in the Museum or its campus. Agency should take care of visitors belonging like bags and baggage at the entrance. For any complaints regarding the safety of these visitors' bags & baggage and the content, the security agency is fully responsible for any claims from visitors.
 - d) The entire responsibility for recovery and legal actions starting with lodging of FIR with local police to the final recovery stage etc. will lie with the agency in the event of any theft, Loss of assets and or disturbance affecting security etc., to the Museum. For facilitating this agency shall have full authority to check the counting of the articles, search and check all incoming/outgoing goods, persons and materials, vehicles, whatsoever in conformity to the policies, rules and orders of the RMNH.
 - e) The timings of duties and other details of deployment of Security Guards shall be finalised after mutual discussions between the agency and the RMNH and the decision of the RMNH will be final and binding to the party. The duty areas may include the main gate, parking areas, museum buildings, visitor areas, boundary, campus and or other areas of the Museum.
6. The RMNH shall have power to disallow any security guard if found unsuitable to it for what so ever reason. The agency shall have to replace such person (s) within 24 hours. The agency shall provide replacement so as to ensure full staff compliment at all times.
7. The Agreement will be in force in from for a period of one year. On the other hand, if service is found unsatisfactory during the completion of the period, the contract will be terminated.

- The RMNH agrees to pay the agency a maximum total monthly amount of **Rs. (Rupees. only) at the rate of Rs...../- per Security guard per month.** During the period of agreement the RMNH, Bhopal shall not be bound to pay any amount more than this.
9. The agency has to produce their claim as pre-receipted bills in triplicate on or before 5th day of every month for the previous calendar month. **Without a photocopy of attendance register, Salary receipt, ESI and EPF deposit slips of the deployed manpower, bill would not be entertained.** Bill should be certified by the authorised representative of the “Agency”.
 10. After a judicious scrutiny, bills will be forwarded to the Director, National Museum of Natural History, New Delhi. The payment would be arranged from the Ministry of Environment, Forest & Climate Change, Government of India through the Director, National Museum of Natural History, (NMNH), New Delhi through ECS. This processing of bill may take one to three months from the date of submission of the bill by the agency. The RMNH need not to be held responsible for any inadvertent delay in such payment.
 11. 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-B & Head of Office. This shall be binding on the “Agency”.
 12. In case of the failure of the “agency” for providing minimum requisite number of personnel, proportionate deduction shall be made, from the bill. Normally payment will be received from NMNH after about one to three months from the date of submission of the bill.
 13. The agency shall arrange for maintenance of Registers as are found necessary for efficient performance of the work undertaken herein. A duty Register indicating the name of the security guards should be available for inspection at all times.
 14. Police verification of each of the Security Guard put on duty by the agency shall have to be done from the Department of Police, and the necessary documents shall have to be submitted by the party to RMNH at the time of award of work.
 15. The agency shall provide full uniform and ancillary equipment like raincoat, shoes, woollen clothing, sticks, whistles, belts, caps, registers, stationery, torch with batteries etc. conforming to the standards of disciplined armed forces in PARADE STATE. Security guards on duty smartly and neatly on police pattern and ensure good behaviour with the visitors and staff of the museum. The nature & colour of uniform shall have to be got approved from the Scientist-B & Head of Office, RMNH, Bhopal
 16. All Security Guards of the agency deployed with the RMNH, Bhopal shall be engaged on the basis of eight hours duty per shift. No person shall be continued for more than one shift (eight hours) duty per day. To ensure regular duty on weekly offs; the agency shall have to provide sufficient number of relievers at the agency’s own cost in order to provide weekly holidays to regular persons and to meet any other emergency.
 17. The agency will be responsible to compensate the losses to the museum (including all types of theft/ charges/ incidental charges/ legal charges etc.) arising from negligence, carelessness, misconduct of agency, their staff, deployed personnel, agent or representatives.
 18. Any damage to the RMNH, Bhopal property shall be borne by the Agency and such loss should be brought to the notice of the Caretaker, I/C Maintenance or to the Scientist-B & Head of Office, RMNH, Bhopal by the Agency.

19. The Performance Security will be refundable after the expiry of the contract period, any loss/ damage sustained to the RMNH, Bhopal during the period of agreement would be adjusted/ recovered from the amount of Performance Security.
20. Income Tax and surcharge i.e. TDS as per rules shall be deducted from the bill as per amended from time to time by Govt. of India.
21. In the case of unsatisfactory services, the Scientist-B & Head of Office, RMNH, Bhopal reserves the right to terminate the contract/ Agreement immediately without assigning any reason.
22. No regular employees of RMNH, Bhopal shall be employed by the Agency either part-time or full time.
23. In case any lapse in the work is noticed, it will result in a penal deduction from the bill of the Agency. The penalty shall be decided by the Scientist-B & Head of Office, RMNH, Bhopal
24. The Scientist-B & Head of Office, RMNH, Bhopal reserves the right to levy any penalty for breach of any of the conditions/ contract of the Agency including forfeiture of the Performance security, deduction from the monthly bill of the Agency and may award the work to the next panel agency. The decision of the Scientist-B & Head of Office, RMNH, Bhopal will be final and binding on the Agency.
25. Initially the contract will be for a period of one year only from the date of award of contract, renewable for further periods on the same terms and conditions at the discretion of the Scientist-B & Head of Office, RMNH, Bhopal.
26. The Agency will ensure co-operation to the Caretaker, In-charge maintenance or any representative of the RMNH, Bhopal in their routine check-up of Security arrangement in the Museum premises.
27. Tenders incorporating additional conditions by the Agency will not be entertained.
28. The agency should arrange to send their Supervisor during the scheduled timing of each shift to ensure proper postings and submit their report to the care taker in charge. Payment of this supervisor will be made by the agency.
29. In case of any dispute arising out of this contract / award of work between the RMNH, Bhopal and the agency, the matter shall be sent to the sole arbitration of an enquiry committee which shall be appointed by the Director, National Museum of Natural History, New Delhi. The award of the arbitrator so appointed 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 for the time being in force.
30. 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 "Museum". The "Agency" shall constantly keep in touch with the "Museum" regarding the service arrangements provided to the Museum and abide by the instructions and directives issued by the "Museum" in this regard from time to time.
31. The "Agency" shall maintain an Attendance Register for the Security Personnel deployed in the Museum and such registers must be available to the Museum for checking daily.

- 27 The manpower so deployed by the Agency shall remain under the control and supervision of the Agency. The Agency shall be liable for payment of their wages, EPF, ESI etc. and all other dues payable under various labour Regulations and other statutory provisions.
33. The agency will be responsible for all the statutory rules and regulations of the following Acts.
- a. Minimum wage Act 1948
 - b. Employees PF and miscellaneous provisions Act 1952
 - c. ESI Act 1948
 - d. Factories Act and M.P. rules 1948 and 1962
 - e. Contractor labour regulation and abolition policies 1970
 - f. Payment of wages Act 1936
 - g. Workman compensation Act 1923 and other rules applicable from time to time. Any violation in the aforesaid acts attracts legal complication for which agency will be totally responsible.
34. In case there is a demand by the RMNH for increase in the number of Security Guards, the same shall be provided by the agency within three days from the date of demand, on the same rate and conditions, failing which the RMNH will engage persons from open market subject to the realization of the payment from the agency's bill.
35. The Agency shall submit the list of persons engaged for the Security work to the Scientist-B & Head of Office, RMNH, Bhopal and should obtain pass for entry in the Campus and Building duly signed by the Scientist-B & Head of Office, RMNH, Bhopal after award of the contract.
36. The Agency shall not sublet the work to other Agency after the award of the work.
37. The "Museum" shall have no responsibility for providing living accommodation to the personnel deployed by the "Agency". The "Museum" shall provide only the necessary covered space for check-post inside the campus but duties shall also include outdoors.
38. The agency shall agree to provide indemnity to the RMNH from any future liability that may arise out of any statutory obligation during period or termination of this agreement.
39. Authenticity documents including police verification of each of the Security Guards shall have to be submitted by the agency to the RMNH before placing them on duty in the prescribed format given by the competent authority of RMNH, Bhopal.
40. Weekly duty chart of the Security Guards shall have to be submitted by the agency to the RMNH, Bhopal one week in advance, other than the scheduled guards posted their wages would be deducted from the concern bill and it will be treated as absence.
41. This agreement is effected from for a period of one year.

In WITNESS WHERE OF THE Parties to this Agreement have set their hands onday of 2017.

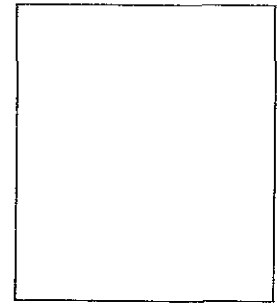
POLICE VERIFICATION FORM

1. **Name** :
2. **Father's Name** :
3. **Date of Birth** :
4. **Address (Permanent)** :
.....
(Present) :
.....
5. **Educational Qualification** :
6. **Left Thumb Impression.** :
7. **Certification** : No criminal case was registered/ under trial/ convicted.

Signature of the candidate

**COUNTERSIGNED
(Verifying Authority)**

BIO-DATA FORM
(Security Guard)



1. Name of the Agency :-
2. Address & Phone No.of the Agency. :-
3. Name of the Candidate :-
4. Father's Name :-
5. Present address& phone No. (if any) :-
6. Permanent address & phone No.(if any) :-
7. Date of Birth of :-
8. Qualification :-
9. Experience :-
10. Signature of the Candidate :-
11. Reference of two responsible persons with address& Ph.No.

1).....
.....

2).....
.....

Date:

Authorized Signatory of the Agency
with seal.