

**MINISTRY OF EARTH SCIENCES
GOVERNMENT OF INDIA**

NOTICE INVITING TENDER

**Block No.12, CGO Complex,
Lodi Road, New Delhi-3**

Security Tender

File No.MoES/3/4/2010-Genl.

Dated the 8.10.2010

Sealed tenders are invited by the Deputy Secretary(Admn.), Ministry of Earth Sciences, on behalf of President of India from Security Companies/Organizations/Agencies holding the appropriate license from the competent authority of Central Govt./State Govt. and having requisite minimum experience of providing security arrangement of minimum 20 guards (Armed and Unarmed both) in a Ministry/Department/PSU/Autonomous body of Central Govt. in year 2007-2008, 2008-2009 and 2009-10. Security arrangements are required at Headquarter Building of Ministry of Earth Sciences, IMD Campus, Lodi Road, New Delhi.

Issue of Tender Form: Tender form can be obtained from Section Officer (Genl) on payment of Rs. 500/- (Rupees five hundred only) in form of Bank Draft/Pay Order drawn in favour of DDO, Ministry of Earth Sciences, 12, CGO Complex, Lodi Road, New Delhi-110003 on all working days, from 8.10.2010 to 15.10.2010 between 10:00-13:00 hours. Alternatively the tender document can be downloaded from the website: moes.gov.in and payment towards cost of the tender i.e Rs. 500/- in the form of DD/Pay Order, can be submitted along with the bid.

EARNEST MONEY: EMD of Rs.1,00,000/- will be deposited by bidder in form of demand draft/pay order payable to DDO, Ministry of Earth Sciences, CGO Complex and will be enclosed with bid.

SUBMISSION & OPENING OF TENDERS: The Sealed tender in two bids (Technical and financial bids) with both sealed & super scribed as Technical and Financial bid and kept in a third envelope will be submitted to Section Officer(Genl), Ministry of Earth Sciences, Ground Floor, Block No.12, CGO Complex, Lodi Road, New Delhi-3 before 15.00 hours of date 22.10.2010 and will be opened on same day at 15.30 hours in the presence of bidders or their authorized representatives who wish to be present at their own cost.

(T.R.Gill)

Deputy Secretary to the Govt. of India

**MINISTRY OF EARTH SCIENCES
GOVERNMENT OF INDIA**

**Block No.12, CGO Complex,
Lodi Road, New Delhi-3**

Dated the. 8.10.2010

TENDER DOCUMENT FOR PROVIDING WATCH AND WARD SERVICES (SECURITY ARRANGEMENTS) AT
HEADQUARTER BUILDING OF MINISTRY OF EARTH SCIENCES, IMD CAMPUS, LODI ROAD, NEW DELHI.

Full Name and Address of Tender: _____

Telephone No.
(Land line & Mobile)

Schedule of Date & Time	Time	Date
01. Sale of Tender forms up till	13:00 hrs	8.10.2010 to 15.10.2010
02. Submission of complete Tender up till	15:00 hrs	22.10.2010
03. Opening of Tender on	15:30 hrs	22.10.2010
04. D/D No. & date of Rs. 500/- (Tender form fee)		
05. Amount of Earnest money Rs. 1,00,000/-		
06. D/D No. and date of EMD _____ Issued in favour of DDO, MoES, CGO Complex, New Delhi-110003		

(T.R.Gill)
Deputy Secretary to the Govt. of India

TERMS AND CONDITIONS OF THE AGREEMENT

1. Sealed tenders are invited by Deputy Secretary(Admn.), Ministry of Earth Sciences, on behalf of President of India from approved Security Companies/Organisations/Agencies holding the appropriate Licence from the competent authority of Central/State Government and having requisite min. experience of providing security arrangement of minimum of 20 guards (armed and unarmed both) in a Ministry / Department / PSU / Autonomous body of Central Govt. in year 2007-08, 2008-09 and 2009-10.
2. The tender in sealed cover in two bid system technical and financial addressed to the Section Officer (Genl.), Ministry of Earth Sciences, Ground Floor, Block No.12, CGO Complex, Lodi Road, New Delhi-3 shall be accepted up to sharp 15:00 hrs of 22.10.2010 in the Ministry of Earth Sciences.

The Tender shall not be accepted after the due date and time.

3. The tender will be opened at 15:30 hrs on dated 22.10.2010 in the presence of tenderers who may choose to be present at the time of opening of the tender.
4. THE TENDER NOT ACCOMPANYING THE FOLLOWING DOCUMENTS IS LIABLE TO BE REJECTED AT THE TIME OPENING ITSELF.
 - (A) DULY ATTESTED COPIES OF INCOME TAX RETURNS OF LAST 3 YEARS.
 - (B) DULY ATTESTED WORK EXECUTION CERTIFICATE FOR TWO SIMILAR TYPE OF WORK IN CENTRAL/STATE GOVT./PSU/AUTONOMOUS BODY OF CENTRAL GOVT. FOR PROVIDING 20 GUARDS (ARMED & UNARMED) IN YEAR 2008-09 OR 2009-10.
 - (C) DULY ATTESTED REGISTRATION CERTIFICATE FROM EMPLOYEES STATE INSURANCE CORPORATION ALONGWITH RETURNS OF LAST 3 YEARS.
 - (D) DULY ATTESTED REGISTRATION CERTIFICATE FROM DEPARTMENT OF LABOUR.
 - (E) DULY ATTESTED COPIES OF EMPLOYEES PROVIDENT FUND. SERVICE TAX RETURNS FOR LAST 3 YEARS.
5. The earnest money of Rs. 1,00,000/- (Rupees one lakh only) in the form of D.D./Pay Order in favour of DDO, MoES, payable at New Delhi has to be deposited alongwith the bid.
6. The tenderer will have to quote the rate in Annexure-B of the prescribed form issued by the Ministry. The rate should be quoted inclusive of all Taxes/Service charges in figures as well as in words, based on minimum wages as notified by the Labour Department of NCT of Delhi.

Signature of Tenderer

(Contd. Page No.3)

7. The tenderers are advised not to mutilate or erase the figures. Correction, if any, in the tender form should be signed in full otherwise the tender shall be rejected.
8. Conditional and incomplete tenders shall be rejected.
9. The court case, if any, shall be entertained in NCT of Delhi jurisdiction only.
10. The tenderers signing the tenders in case of firms should specify whether they are signing as (i) sole proprietor, (ii) partner, (iii) under power of attorney, (iv) Director, Manager, Secretary, etc. as the case may be and copies of the documents/constitution of company authorizing the signing authority to sign the tender, shall be attached with the tender form.
11. The accepted rates shall be operative for a period of one year from the date of agreement extendable to a maximum of three years at the same terms and conditions by extension of one year at a time on satisfactory performance.. The competent authority in MoES reserves the right to reduce or extend the period of contract to the requirement.
12. If any tender is withdrawn before final acceptance of the tenders, the earnest money of the tenderer is liable to be forfeited.
13. The contractor shall not engage any departmental employee regular/casual for getting the job executed.
14. The Joint Secretary(Admn.), Ministry of Earth Sciences, reserves the right to reject, accept, the tender or tenders without assigning reasons and may or may not accept the lowest or any tender.
15. The department will not take any responsibility for providing any facility to the security personals employed by the contractor.
16. The tenderers are advised to quote their rates considering the minimum wages as approved by competent authority.
17. TENDERERS QUOTING THE RATES LOWER THAN THE MINIMUM WAGES APPROVED BY COMPETENT AUTHORITY SHALL BE REJECTED.
18. In case more than one tenderer quotes same/similar rates, then past performance, experience, infrastructure etc., shall be the major factors in deciding/approving the tenderer (s) for this work. However, Joint Secretary(Admn.), Ministry of Earth Sciences, reserves the right to award the work to more than one tenderer (s).
19. The submission of more than one tender under different names is strictly prohibited and in such case all such tenders shall be rejected.
20. In every case in which by virtue of the provisions of workman's compensation act, the Govt. of India is obliged to pay compensation to persons employed by the contractor, then the department shall have the right from the contractor the amount of compensation so paid.

Signature of Tender
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21. The Ministry reserves the right to carryout any security arrangement (watch and ward services) work, in part or full through any other contractor/agency or contractors.
22. The contractor shall also complete formalities as detailed below:-
 - (a) Contractor shall get the verification of character and antecedents of the security guards through the police before placing them with Ministry of Earth Sciences and such verifications have to be communicated to the Ministry before actually deploying the personnels.
 - (b) Contractor shall supply the Ministry the bio-data with photographs of the security personnel to be deployed.
 - (c) Contractor will also submit the documents in respect of the security guards and others who will be posted with the Ministry such as the PF Account, ESI facilities etc. being provided to the security staff.
 - (d) Contractor would be liable to furnish certificate of payment of wages and all emoluments and benefits to its employees posted by contractor with the Ministry. Such certificates shall be furnished regularly by the contractor to the Ministry before taking the payment of the next month. The tenderer shall be entitled for consideration payable under the terms & conditions only on furnishing of such certificate alongwith the bills.
 - (e) Tenderer will also issued identity cards to the Security personnels who will be deployed with the Ministry.
 - (f) Contractor will also not change any Security Personnels without prior permission of the Ministry..
23. The security personnel will not indulge in any criminal activities, mal-practices of undesirable acts. In such a case they will be dealt with the provisions of law. The tenderer will be fully responsible for it.
24. In addition to this if any of the security personnel deployed is found to be unsatisfactory, he shall have to withdraw such a personnel within 24 hours from the Ministry.
25. The approximate quantum of each item of work is mentioned in Annexure-A of this tender document. The Ministry of Earth Sciences reserves the full right to increase or decrease the quantum of work in the interest of department for any or all items of work.

Signature of Tender

(Contd. Page No.5)

26. No additional payment will be made for working beyond any fixed working hours.
27. The contractor will comply with the Police, Municipal and other regulations and orders relating to such works issued by State/Central Government.
28. The security personnels deployed shall be in the service of the Ministry and shall not be deemed to be employees of the Ministry in any manner.
29. The contractor shall indemnify the Govt. against all damage charges and expenses for which the Govt. may be held liable to pay on account of the negligence of the contractor or his employees or any person under his control whether in respects accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof.
30. If any information furnished by contractor is found to be incorrect at any time, the contract is liable to be terminated without any notice and the earnest money/security deposit is liable to be forfeited by the Ministry.
31. The contractor shall be fully responsible for the security of the Ministry.
32. Besides the normal security, the other functions required to be performed for the safety are as follow:
 - (i) To man security check posts located at the various gates of the establishment and at any other point specified by the Ministry.
 - (ii) To man the entry point of building specified under item above.
 - (iii) Security personnel deployed by the agency shall check the material/property/public subscribers/any other outsider entering/going out of the building through the procedure of the gate pass etc.
 - (iv) To perform watch and ward functions including night patrol of the re office Complex of the Ministry.
 - (v) To prevent the entry of stray dogs and cattle & antisocial elements, unauthorized trespassers into the building/establishment. Not a single dog of cattle head should be seen in the campus. It should be at once driven out.
34. The contractor shall compensate in full the loss sustained by the Ministry on account of any theft, burglary and any other kind of intrusion in Building/Areas given for security. The amount of loss to be compensated by the contractor, shall be determined by the Ministry or on his behalf by authorized nominee and the same shall be binding on the contractor.

Signature of Tender
(Contd. Page No.6)

35. The contractor shall also be fully responsible for any loss of materials & property of the Ministry attributable to the negligence or failure of the security personnels in complying with the prescribed procedure. All losses suffered by the Ministry on this account shall be compensated in full by the contractor. The decision of the Ministry in this regard shall be binding on the contractor.
36. Contractor shall have to change or replace security guards as and when required by the Ministry whether or not such security guards are found guilty or otherwise. It shall not be necessary for the Ministry to assign any reason to contractor or the guards or any other person in respect of any such change or replacement required by the Ministry.
37. The contractor shall deploy only those personnels whose antecedents have been verified by the police authorities.
38. The contractor shall not replace the security personnel at random. This shall be done with the prior knowledge of the Ministry and full particulars of the security personnel so deployed shall be given to the Ministry. In case any of the security staff is found to be posted without the previous knowledge of the Ministry, the Ministry shall not be liable to pay for such security personnel.
39. No leave of any kind for the security personnel shall be sanctioned by the Ministry. The contractor shall be liable to make substitute arrangements amongst leave reserve in case of absence of the security personnel. Similarly the contractor shall have to make substitute arrangements in case of the weekly offs. No extra payment shall be payable on this account. The contractor shall man all the security check posts and other locations as specified by the Ministry. on all the weekdays. No short leave or meal relief shall be permitted to the security personnel unless the contractor provided suitable substitute without any extra payment. The contractor has to keep sufficient number of leave reserves.

The contractor shall ensure that at no time any security point is unmanned. A register shall be maintained by the contractor at every gate where round the clock duty is performed, (for the purpose of taking/making over the duties by the security personnels).

40. Ministry shall arrange to lock/seal the stores, godowns and offices etc. to the satisfaction of the security perosnnels deployed and show items lying in open to the security personnels. Suitable record of the open items shall be maintained duly signed by the representative of the Ministry and the security personnels.
41. Opening of the office doors/locks during morning hours for cleanliness and closing the windows/windowpanes/doors and putting locks after office hours shall be the responsibility of the security personnel on duty. The security guards shall ensure that all the lights/fans and others electrical equipments are switched off after the staff has left.
42. The administrative buildings and any other building as may be specified by the Central Government shall be closed after working hours and locked in presence of the representatives of both, the Ministry and the contractor. The premises in locked condition shall be handed over to the security personnels and shall be taken over on the next working day morning. All the locks shall be opened again in the presence of the representatives of both, the Ministry and the contractor.

Signature of Tender
(Contd. Page No.7)

43. Ministry shall be authorized to fix timings of various duty shifts. A single duty shift will have duration of 8 (Eight) hours. The contractor will ensure that security guards are changed after every duty shift and same guards are not allowed to continue in next shift also.
44. The contractor shall arrange to dress all the security personnel on duty smartly and neatly with sky blue shirt, navy blue pant & cap of khaki and ensure, good behavior with the Ministry establishment and visitors. They shall abstain from taking part in any staff union and association activities. The contractor shall provide as a part of dress, appropriate coat, woollens, jersey in such colour as required by the Ministry to the security personnel in winter season.
- The security personnel shall not be –permitted to wear any other dress. The dress shall be of uniform colour and design.
45. The Ministry shall not be liable to provide any residential accommodation, Transport, Canteen, Medical facility to the security personnels. No cooking or lodging shall be allowed at the check posts.
46. The contractor shall ensure that the gunmen deployed by him hold valid license issued by Central/State Govt. agencies for the use of fire arms. The legal implications for use of such arms shall rest with the contractor.
47. The contractor shall bear all the expenses incurred on the following:-
- (i) Provision of Torch and cells to the security guards/gunmen on night patrol.
 - (ii) Provision of Lathi/Ballam and other implements to the security personnel.
 - (iii) Stationary for writing duty charts and registers at the security check points for making entries of the visitors.
 - (iv) Provision of arms and ammunition to the Gunmen.
48. Ministry has the right to change the place of duty of any security personnel. It also has the right to ask for replacement of a particular security staff is not found to be carrying out the security functions/duties satisfactorily.
49. The security staff shall be bound to observe all the instructions issued by Ministry or authorized officers concerning general discipline and behavior.
50. The Ministry also has the right to check the various implements. The contractor shall maintain these items to the satisfaction of the Ministry.
51. The contractor shall comply with all the statutory provisions in regard to security personnel to be deployed by him in respect of minimum wages, Provident fund, ESI etc. The contractor shall maintain all the statutory registers under the law. The contractor shall produce the same on demand to the Ministry. In case of violation of statutory provisions under labour laws by the contractor there will not be any liability on the Ministry and the contractor shall be fully responsible for it.

Signature of Tender

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52. Ministry shall not be responsible financially or otherwise for any injury to the security personnels in the course of performing the security function.
53. The contractor shall not be permitted to transfer their rights and obligations under the contract to any other organization/agency.
54. In case the contractor wants to terminate the contract he shall have to give three months advance notice to the Ministry.
- The contractor will ensure that no unauthorized entry is permitted and also the guards at the entry points shall be able to permit the legitimate visitors without causing any embarrassment.
55. The strangers/ visitors (pedestrians), Scooter/Motor Cyclists or motorists shall be allowed only after entry has been made in the register at the entry gate. This practice is to be followed at each entry gate.
56. Duty of the security personnel will be as detailed below:-

SECURITY SUPERVISOR

1ST from 0700 hrs to 1500 hrs.

2nd from 1500 hrs to 2300 hrs.

GUNMAN & SECURITY GUARD

1ST from 0700 hrs to 1500 hrs.

2nd from 1500 hrs to 2300 hrs.

3rd from 2300 hrs to 0700 hrs.

Signature of Tender

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57. THE SECURITY SUPERVISOR WILL HAVE THE FOLLOWING RESPONSIBILITIES:-

- (i) The respective Supervisor will be responsible for overall security arrangements of the concerned establishment assigned to him.
- (ii) He will ensure that all the instructions of the administration are followed and there is no lapse.
- (iii) He will be available mostly at the main gate. But during the course of his duty, he will take round of the entire campus. His whereabouts while on round should be known to the security guard at main gate. In case of need, he shall have to be available within 10 minutes at the main gate.
- (iv) No outsiders are allowed to enter the building without proper entry in the register at the reception/exchange gate.
- (v) No item is allowed to be taken out without proper gate pass. Administration incharge will be issuing authority for gate pass for in/out movement of stores. Specimen signatures will be made available to security personnels posted alongwith telephone numbers of office and residence at their check post.
- (vi) Department officers and official working under the Ministry will show their identity cards for checking and allowing entry by security.
- (vii) The guards will also take round of the building and all the important points viz. switch room, cooling tower, substation etc.
- (viii) The guards on duty will also take care of all the store items lying in open within the Ministry cycle stand, vehicle/Car parking and ensure safety and security of all items.

58. The security guards on patrol duty should take care to close all the water taps, valves and water hydrants installed in the open all over the campus.

59. It should be ensured that flowers, plants, trees and grass lawns are not damaged either by residents of the campus or by outsiders.

60. The tenderer will ensure and guarantee that the security guards provided by it under the terms & conditions, are fully trained in FIRE FIGHTING SYSTEM installed in the building/premises of the Ministry. The security guards provided by the contractor should be able to control fire in event of outbreak of fire in any part of Ministry with the available fire fighting appliances provided by the Ministry to the extent possible with the said appliances.

61. The contractor shall start the security work within SEVEN days of the receipt of work order.

62. In case the contractor fails to commence the security work of a work order within SEVEN days of the receipt of work order or does not continue to do the work as per the work order then the department shall impose the penalty of up to Rs. 250/- per day subject to the maximum of Rs. 5000/- per month per work order.

63. In case the contractor does not perform the work even after imposing maximum penalty of Rs. 5000/- for a month for a work order, then:-

- (a) The department shall have the liberty to get the work done through any other agency even at higher rates and the extra cost shall be adjusted from the running bill/security of the contractor.

Signature of Tender
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- (b) The department shall have the liberty to initiate the case for terminating the contract by giving one-month notice to the contractor.

IN CASE THE CONTRACTOR DOES NOT RESPOND FAVOURABLY AND TO THE FULL SATISFACTION OF THE MINISTRY, THEN HIS CONTRACT SHALL BE TERMINATED BY THE MINISTRY AFTER THE LAPSE OF ONE MONTH FROM THE DATE OF ISSUE OF SUCH A NOTICE.

64. However in a particular case, if the Ministry is satisfied based on facts and circumstances of the case, and also based upon any written representation that the contractor may make in this regard, that the delay in the progress of work was due to reasons beyond the control of the contractor, the Ministry reserves the right to waive off the penalty.

REFUND OF EARNEST MONEY SECURITY

65. The earnest money will be refunded to unsuccessful tenderers in due course in accordance with the rules of the Ministry and for which stamped pre-receipt may be submitted after finalisation of tender.
66. The earnest money of successful tenderer will be kept as security deposit with DDO, MoES.
67. The security money will be refunded to the contractor only on the successful completion of the complete work and after the period of the tender is over. The security shall be refunded on receipt of necessary certificates from the concerned officers about by the contractor to the concerned officer.
68. The Ministry will not pay any interest on the earnest money/ security deposit against the contract in its custody.
69. Ministry also reserves the right to forfeit the earnest money and the security deposit if the contractor fails to comply with the agreed terms and conditions of the contract.

PAYMENT OF BILLS

70. The contractor will submit the bills within 15 days of the execution of the work and the passed amount of the bills of the works shall be paid against preferred bills in support of actual works completed.

Signature of Tender

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ARBITRATION

In respect of any dispute arising out in connection with the misinterpretation of any clause in the terms and conditions of the contract as well as agreement, the matter shall be referred to JS (A) to decide the appointment of arbitrator. The appointment of such an arbitrator shall not be questioned by the contractor on the ground that the arbitrator belongs to the Ministry of Earth Sciences.

The provision of the arbitration and reconciliation Act-1996 or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

Signature of Tender
With full address.

ANNEXURE-B

FORM FOR QUOTING RATES

Rank of Security Personnel	Approximate Number per month	Rates per month per person including all taxes/Charges.	
		(In figures)	(In words)
1. Security Supervisor	02	Rs.	Rs.
2. Security Gunman	03	Rs.	Rs.
3. Security Guards	13	Rs.	Rs.

Note:- Wages/Salary for security personal deployed will be governed by the rules & regulation and in accordance with the rates based on minimum wages as notified by the Labour department of NCT of Delhi and subject to revisions from time to time.

Signature of Tender
With full address.