No. GA-32021/1/2017-GA  
Government of India  
Ministry of Minority affairs  

11th Floor, Pt. Deendayal Antyodaya Bhawan,  
C.G.O. Complex, Lodhi Road, New Delhi,  
Date: 31st July, 2017  

Tender for annual job contract for providing Security services at Haj Division, Ministry of Minority Affairs, 3rd Floor, ISIL Building, 9 Bhagwan Das Road, New Delhi.  

a) Sealed Tenders are invited from eligible and reputed Delhi based Security Agencies for a period of one year from the date of initiation of contract, for providing services of Security Guards at Haj Division, 3rd Floor, ISIL Building, 9 Bhagwan Das Road, New Delhi. The contract may be extended for further period keeping in view the various factors, such as prevailing market price, satisfactory performance of the agency. Agencies shall have relevant experience of having provided similar services to other Ministries/ Departments.  

b) Tender documents can be downloaded from MoMA’s website http://minorityaffairs.gov.in/.  

c) The bids are invited into two parts i.e. qualifying/ Technical Bid and Financial Bid. The Qualifying/ Technical Bid should be consisting of all technical details along with commercial terms and conditions as per the proforma at Annexure-I. The financial bid indicating item-wise prices for the items mentioned in proforma at Annexure-II.  

d) The Qualifying/ Technical Bid and Financial Bid should be sealed by the bidder in separate covers duly superscribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed ‘Tender for providing Security Services’. The Qualifying/ Technical Bid and financial bid should be addressed to The Under Secretary (Admin.), Ministry of Minority Affairs, 11th Floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi so as to reach the office on or before 29th August, 2017 till 1200 hours along with the Earnest Money Deposit of Rs.10000/- (Rupees Ten Thousand Only) in the form of a Demand Draft/ Pay Order drawn in favour of DDO, Ministry of Minority Affairs. The tenders received without EMD, incomplete tenders or tenders without the supporting documents or not ageing to terms & conditions shall be summarily rejected. The ‘Terms & Conditions’ for providing Security services are enclosed. A Tender Evaluation Committee constituted for the purpose will open the Qualifying/ Technical bid of the tenders on 29.08.2017 at 1500 hours in the presence of such tenderers who wish to be present.  

e) If an agency qualifies in the technical bid, then only its financial bid shall be opened. The financial bid indicating item-wise prices for the items mentioned in proforma at Annexure-II and the taxes as applicable. The financial bids shall be opened by a Committee constituted by the office.  

f) The Under Secretary (Admin.), Ministry of Minority Affairs reserves the right to accept of reject any & all tender(s) without assigning any reason(s) thereof. No tenders shall have any cause of action or claim against the MOMA for rejection of his tender.
TERMS AND CONDITIONS FOR PROVIDING SECURITY SERVICES

A. BIDDER IS REQUIRED TO FORWARD THE FOLLOWING DOCUMENTS:-

1. Name & address of the Firm/ Agency including name of the Bank and Account No.
2. Valid License No. under Delhi Private Security Agency (Regulation) Rules 2009/ Registration Number of the Agency under the Company’s Act 1956/ Administration or any other Act for providing manpower/ Registration Number under the Delhi Shop & Establishment Act 1954 of Delhi Administration/ PAN No./ Provident Fund code Number/ ESI Code Number/ Income Tax Number/ GST Number in name of the Agency/ Agency Memorandum & Profile Attested copies of theses documents are to be enclosed.
3. The Agency should have at least three years experience with Govt. Deptt. PSUs/ Organizations for providing at least 5 Security personnel at each premises. The tenderer is also required to prove their competency for undertaking the jobs of providing required services and shall, therefore, furnish their standing and goodwill through attested certificate/ documentary proof (letter of contract, satisfactory completion of service) from Ministries/ Departments/ Semi-Govt. bodies/ PSU etc. A List of the entire job under taken in the last 3 years by the Agency may be attached separately.
4. The tenderer should sign and stamp each page of this tender document as a token of having read and understood the terms and conditions contained therein and submit the same along with the bid.

B. EARNEST MONEY DEPOSIT:-

1. Earnest Money Deposit of Rs.10000/- (Rupees Ten Thousand only) shall be kept in the envelope containing the qualifying technical bid. Those who do not qualify the pre-qualification conditions shall be summarily rejected and their financial bids shall not be opened.
2. The EMD shall remain deposited with the MoMA during the period of validity of the offer i.e. maximum period of 90 calendar days from the date of opening of tender.
3. No interest shall be paid by MOMA on the EMD for the above said period.

C. EVALUATION OF TENDER:-

1. The Qualifying/ Technical Bid and Commercial terms shall be opened in the first instance in the presence of the tenderers or their representative. Only one authorized representative per tenderer, will be permitted to the present at the time of opening of tender.
2. In the financial bid indicating item-wise prices for the items mentioned in proforma at Annexure-II and other information like discount etc. having bearing on the amount shall be written both in words and figures. If there is any discrepancy between the amount/ information quoted in words and figures, the amount/ information quoted in words will be treated as final.
3. The MOMA reserves the right to select the tenderer on the basis of best possible bids received. The decision of the Tender Evaluation Committee arrived at as above shall be final and representation of any kind shall not be entertained on the above. Any attempt by any tenderer to bring pressure of any kind may disqualify of the tenderer for the present tender and the tenderer may be liable to be debarred from bidding for tenders in future for a period of three years.

MOMA
D. PERFORMANCE SECURITY:-

1. The successful bidders will have to submit performance security to ensure the performance of Contact to an amount of Rs.50,000/- (Rupees Fifty Thousand only) in the form of an Account Payee Demand Draft / Fixed Deposit Receipt from a commercial bank/ Bank Guarantee from a commercial bank in the name of the Unde’r Secretary, Ministry of Minority Affairs as per the text provided by the MOMA.

2. The EMD of successful tenderer shall be returned after the contract with MoMA is given and performance guarantee of Rs.50,000/- is furnished by the successful tenderer.

3. The performance security should be valid for a period of 30 days beyond the date of completion of the Contract obligation.

4. If the successful tenders fail to furnish the performance guarantee on the terms and conditions laid down by the MOMA, the EMD shall be forfeited by MOMA.

E. COST OF TENDER AND SCHEDULE OF SUNMISSION OF TENDER DOCUMENTS:-

<table>
<thead>
<tr>
<th>Tender No: GA-32021/1/2017-GA</th>
<th>DATED:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Important Dates</td>
<td></td>
</tr>
<tr>
<td>Published Date</td>
<td>31.07.2017</td>
</tr>
<tr>
<td>Bid Document Download Start Date</td>
<td>31.07.2017</td>
</tr>
<tr>
<td>Clarification Start Date</td>
<td>02.08.2017</td>
</tr>
<tr>
<td>Clarification End Date</td>
<td>08.08.2017</td>
</tr>
<tr>
<td>Bid Submission Start Date (offline)</td>
<td>09.08.2017</td>
</tr>
<tr>
<td>Bid Submission End Date (offline)</td>
<td>29.08.2017</td>
</tr>
<tr>
<td>Date of Technical Bid Opening (offline)</td>
<td>29.08.2017</td>
</tr>
</tbody>
</table>

F. GENERAL CONDITIONS OF THE CONTRACT:-

1. Ministry of Minority Affairs does not bind itself to accept the lowest or any other tender and reserved the right to reject any or all the tenders. Tenders, in which any of the prescribed conditions are not fulfilled, shall be summarily rejected.

2. Canvassing whether directly or indirectly, in connection with the tender is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable to rejection.

3. The Contractor shall provide Security services. He shall ensure discipline amongst his staff and restrict unnecessary movement/ assembly of their personnel in premises etc. The Contractors shall ensure proper supervision of the duties of his staff through his own supervisor.

4. The Contractor will supply fresh sets of uniform/bages, identity cards that shall be worn by guard while on work and also keep their uniform clean and one set of recent passport size photograph for records each of his employee.

5. The Contractor shall be responsible for the conduct/ integrity of his personnel and will also be responsible for any act of omission and commission on their part. He shall vouch for their character & integrity. He shall submit police verification reports along with photographs and the detailed particulars of the staff provided to the MOMA.
6. The successful tenderer shall comply with all Act, Law under CL (R&A) Act 1970 and EPF & ESIC Act. Payment of Wages Act, Minimum Wages Act or other Statutory Rules, regulations with their latest amendments, by-laws applicable with regard to the performance of the work included herein this contract, from time to time and take such necessary steps as may be deemed necessary in this regard. The tenderer shall submit a monthly report containing the details of EPF & ESI deducted and credited into individuals account with appropriate concerned department as a Proof with the bill for the following month. If it is noticed at any stage EPF & ESI of any individual has not been credited properly the same will not be paid by this department and will not take any responsibility for this purpose. The tenderer will bear will all the consequences, whatsoever, of the same.

7. The successful tender will accept full and exclusive responsibility for disbursement of full wages, PF, Bonus and Medical Leave etc. and other obligations referred to under the law, now and hereafter imposed by State Govt./ Local Bodies for the person(s) deployed by him. The successful bidder should accept full and exclusive responsibility of insurance of the persons deployed by him.

8. The successful tenderer shall make regular and full payment of wages, salaries, PF and any other payments due to his employee(s) and furnish necessary proof.

9. MOMA will have no liability whatsoever concerning the persona deployed by the tenderer for any purpose. The successful tenderer shall keep that the MOMA indemnified against all losses or damages or liability arising out of or imposed in the course of employment of person(s) by him or any violation of such Acts, Laws of Regulations etc. by him/ her, his/her agent or his/her staff.

10. The successful tenderer shall be solely responsible for setting/ resolving any dispute claim of his/ her personnel during the pendency of the Contract. No liability shall accrue to MOMA under any circumstances even after expiry of the contract, no claim for continuity for service under contract or other wise will be entertained by MOMA.

11. 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 him for rendering the jobs on contract under the agreement, either under the Workmen Compensation Act or any Act in force at that time.

12. The Tenderer shall at their cost take necessary insurance cover in respect of his employee(s) and other persons employed or engaged in connection with the process of rendering the aforesaid job. The tenderer shall also comply with the provisions of relevant Acts viz Employee State Insurance Act, Workmen’s Compensation Act, Wages Act, Contract Labour (Regulations and Abolition) Act and the Employee’s Provident Fund and Miscellaneous Provisions Act, 1952 and the rules made there under and as modified from time to time. If the payment of Bonus Act is applicable to the tenderer’s Agency they should comply with the provisions of the Act and the rules made there under, as modified from time to time.

13. The tenderer should deploy his authorized representative for effective and proper supervision of the maintenance and upkeep jobs under the contract.

14. Tenderer shall not sub-let or sub-contract any part of this contract/ job without the expressed written consent of the MOMA. The Contractor shall also be responsible for any act of omission on the part of his supervisors/ workers. Any damage done/ caused to the existing structure/ furniture /fitting/equipment by the workers of the contractor agency shall be got rectified by the contractor at his own risk and cost/ cost received from the by Contractor.

15. The decision of the Under Secretary (Admin.) or any other authorized officer regarding the satisfactory standard of Security shall be final and binding on the Contractor. The Contractor shall comply with the monitoring mechanism/ system as advised by the MOMA.
G. SCOPE OF WORKS:-

1. The Firm/ Agency has to provide the well-built guards in uniforms carrying torch, baton etc. white they are on duty.
2. The services provided by firm/Agency shall be to the entire satisfaction of MOMA.

H. PROVISIONS OF MANPOWER:-

1. All the Security Guards deployed by the Contractor will perform duties as per schedule of Haj Division, Ministry of Minority Affairs. The Contractor shall comply with the monitoring mechanism/system as advised by the MOMA.
2. The contractor will be liable to comply any instruction/order given in written or verbal for better and efficient services.

I. TERMINATION OF CONTRACT:-

The contract will be valid for a period of one year from the date of agreement and may be extended for another period, if services are found satisfactory. In the event of services rendered being found unsatisfactory, the contract is liable to be terminated by giving 30 days notice and security deposit will be forfeited. The decision of the MOMA in this regard will be final.

J. DISPUTE RESOLUTION:-

In case of any dispute with regard to the interpretation of any clause(s) of this agreement, the same shall be referred to the sole arbitration of person appointed by MOMA (1st party), whose decision will be final and binding on both parties.

K. DURATION/ PERIOD OF CONTRACT:-

Normally the contract may be awarded for 12 (twelve) months. However, extension of Contract may be considered keeping in view the various factors, such as prevailing market price, satisfactory, performance of the firm/agency.

L. VALIDITY:-

The tender shall be valid for a period of at least three calendar months from the date of opening of the tenders for the purpose of evaluation of tender. However, the rates quoted in the tender should be valid for the period of six month.

[Signature]
Ministry of Minority Affairs

Annexure-I

(To be Kept duly signed in Envelope I-Qualifying/ Technical Bid)

QUALIFYING/TECHNICAL BID

Bidder is required to forward the following documents:-

1. Name of the Registered Firm/Agency :

2. Address of the Firm/Agency :
   (With Tel no., Fax & Email)

3. Name & Address of the Proprietor/
   Partners/ Directors (with mobile no.) :

4. Contact Person(s) (with mobile no.) :

5. Licence/Registration No. of:-
   (i) Valid License No. Under Delhi Private
       Security Agency (Regulation) Rules 2009 :
   (ii) Registration Number of the Agency under
        the Company’s Act 1956/Administration
        or any other Act for providing manpower :
   (iii) Registration Number under the Delhi Shop &
         Establishment Act 1954 of Delhi Administration :

6. PAN No. and Income Tax No :

7. GST Registration No. :

8. (i) Registration No. with PF authorities :
     (ii) Registration No. with ESI authorities :

9. Details of EMD :

10. Agency Memorandum & Profile :

MOMA
11. The agency must provide the certificates
   From at least 3 heads of Institutions where
   they are providing security/manpower for
   more than 5 persons certifying that their
   that their services are professional
   and to their satisfaction

   In order to assess the financial standing of the Agency/firm, the bid should contain the following two formats.

   A. Annual turnover of the Service Provider/Agency should be more than Rs.10 lakh, supported
      with Profit & Loss Account, Audited Balance Sheet and IT returns for the last three years.

   B. Name of at least five Government organizations/PSUs/Hospitals/Hostels/Establishment
      etc. where the services are provided by the agency during the previous three years i.e. 2014-15,
      2015-16, 2016-17 in the following format.

      | Name & Address of client | Total contract value | Jobs order enclosed Yes/No | Contract period Start/End | No. of guards deployed |
      |--------------------------|----------------------|-----------------------------|---------------------------|------------------------|
      |                          |                      |                             |                           |                        |
      |                          |                      |                             |                           |                        |
      |                          |                      |                             |                           |                        |

      Note: (Attested copies of above documents are to be enclosed)

      DECLARATION

      I hereby certify that the information furnished above are complete and correct to the best of my/our
      knowledge. I understand that in case any deviation is found in the above statement at any stage, the
      Firm/Agency will be black listed and will not have any right of dealing with the Department in future.

      Date: ________________  (Signature of Authorized Signatory with date)

      Place: ________________  Name of the Firm/Agency and stamp
Ministry of Minority Affairs

Annexure-II

(To be kept duly signed in Envelope 2 – Financial Bid)

FINANCIAL BID

1. Name of the Registered Firm/Agency

2. Address of the Firm/Agency
(with Tel. No. Fax & E-mail)

3. Particulars for providing services of the Security Guards at MOMA as mentioned below:

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.a) Security Guards (Un-skilled Worker)</td>
<td></td>
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<tr>
<td>3 nos. approximately (round the clock in three shifts of 8 hours each)</td>
<td></td>
</tr>
<tr>
<td>2. Service Charges per month</td>
<td></td>
</tr>
<tr>
<td>(To be quoted only in amount, not in percentage)</td>
<td></td>
</tr>
<tr>
<td>3. Any other charges, if any</td>
<td></td>
</tr>
</tbody>
</table>

Note:- 1. Wages to Security Guards will be paid as per the norms of Govt. of NCT of Delhi.

2. P.F., ESI & Service Tax will be applicable/ paid as per latest Govt.’s norms. The Firm/Agency has to pay to the above person’s at least minimum wages fixed by the Labour Department. Govt. of NCT of Delhi from time to time.

(Signature of Authorized Signatory with date)

Date________________

Place________________ (Name of the Firm/Agency and stamp)

Copy to- Director (NIC) for uploading the tender on the Ministry’s website.