

**No. 4/1/97-NHHM/Security**  
**Government of India**  
**Ministry of Textiles**  
**National Handicrafts and Handlooms Museum**

**Pragati Maidan, New Delhi**  
**Dated: 24, January, 2012**

**Sub: Deployment of private Security Staff in NHHM: Tender Enquiry**

National Handicrafts and Handlooms Museum, New Delhi invites tender inquiry from reputed/ regd. Out-sourcing agencies for arranging deployment of 21 Security Guards and 3 Security Supervisions (subject to variation) in this Museum/ office in 3 shifts (each of 8 hours) round the clock as per terms and conditions mentioned in Annexure-I.

Registered Security agencies willing to participate in the Tender are requested to quote their rates for providing services of above staff on the basis of terms and conditions mentioned in the Annexure-I. The quotation per staff member/ per month, indicating break up of Minimum Wages, P.F, ESI, and charges to be paid to the staff employed alongwith their own service charges for deployment and Service Tax + Cess payable to Government, be sent to the undersigned so as to reach this office on or before 10<sup>th</sup> February,2012 upto 3:00 PM alongwith the Earnest Money Deposit of Rs. 10,000/- in the form of demand draft in favour of the Senior Accounts Officer, PAO, Ministry of Textiles payable at New Delhi.

They must enclose proof and other necessary documents in support of registration in respect of PF, ESI, Service Tax, PAN No. alongwith the tender enquiry/ quotation. The envelope on the top should be marked "**Tender inquiry/ Quotations for deployment of security staff to be opened on 10.02.2012,**" on the same day/ availability of members.

**(Som Dutt Sharma)**  
**Administrative Officer**

**Encl: - Annexure-1**

## ANNEXURE-I

### TERMS & CONDITIONS

1. The Security Agency must submit list of clients along with number of security personnel deployed to be attached along with quotation and should have licence/ registration with concerned/ competent authority. The agency must enclose proof and other necessary documents in support of registration in respect of PF, ESI, Service Tax, Income Tax (PAN) No. along with the tender enquiry/ quotation.
2. The Second Party shall ensure that, all payments of wages/bonus etc are paid to their employees by them by cheque. Allied charges like PF, ESIC, Service Tax, Income Tax are deposited by them with concerned authorities for which Second Party shall remain liable to the authorities concerned for compliance of the respective existing rules and regulations of the Government for this purpose and shall remain liable for any contravention thereof. The Second Party shall have to abide by the Minimum Wage Legislation and must pay Minimum Wage as per law to their staff deployed for the purpose of this contract. The Second Party shall comply with the applicable laws/rules, regulations and directions within the Territory of India/ NCT of Delhi including obtaining of proper license as enforced/ applicable from time to time.
3. In case of any theft, loss of assets and /or disturbance affecting security etc. to the Museum/office, the entire responsibility for recovery and legal actions starting with lodging of FIR with local police in consultation with the authorities of the First Party, up to the final recovery stage etc, will lie with the Second Party i.e. out-sourced agency.
4. A Security deposit of 10% of one month's wage bill payable in the form of demand draft, drawn in favour of the Senior Accounts Officer, PAO (Textiles), Udyog Bhavan, New Delhi is to be deposited by the Second Party within one week of the agreement to cover risk or any loss of the First Party for negligence, failure, inefficiency, fraud or theft, pilferage etc. on the part of the services in the event of any such occurrence and or breach of contract in any way or form etc. during the contractual period and no interest shall be paid for the same by the First Party,. In the event of any such occurrence and/or breach of contract, the amount of compensation as assessed by the First Party shall be recovered either from the monthly service bill for charges due to the Second Party or from their security deposit.
5. During the period of this contract, the Second Party shall provide proper and adequate service and perform their duties diligently, honestly and to the entire satisfaction of the First Party. The Second Party shall constantly keep in touch with the First Party for effective performance of the contract and abide by all instructions and directives issued by the First Party in this regard.
6. The Second Party shall ensure compliance of all Acts, Rules and statutory orders in force with regard to deployment of their staff in the premises of the First Party for purposes of this contract and shall keep the First Party indemnified against any liabilities arising out of non compliance of any of the Acts Rules and Orders on their part.

## **7. PAYMENTS:-**

Payment will normally be made on monthly basis by a/c payee cheque within 30 days from the date of submission of proper pre-receipted bills dully completed and certified by the authorized representatives and to the entire satisfaction of the First Party. In case of the Second Party's failure to provide requisite services on any particular day/days, proportionate deduction shall be made from the bill.

## **8. TENURE AND ABILITY:**

- i. In the beginning, the contract will be for a period of one year. The contract may be renewed at the discretion of the First Party on year to year basis for a maximum period of 3 years. However, in the event of such renewal of the contract, each year/period, service charges of the Second Party shall not be revised and charges can only be revised to meet the minimum wages fixed by the Govt. of NCT of Delhi/ Govt. of India and statutory allied charges as applicable from time to time.
- ii. The contract can be terminated by the First Party at any time without notice, in the event of gross security risk or gross damages to the First Party's property due to the Second Party failure or persistent failure of the Second Party in providing satisfactory services to the First Party and the decision of the First Party shall be binding on the Second Party.
- iii. For reasons other than mentioned in the clauses above, the contract can be terminated by either party by providing clear 3 months notice in writing and no notice from the First Party on conclusion of period of contract.
- iv. Any other terms and conditions not covered by above clauses with mutual agreement.

## **9. ARBITRATION**

1. In case of any dispute arising out of the contract to be entered between the First and the Second Party, the matter shall be referred to the sole arbitration/ or a person to be appointed by the Secretary, Ministry of Law and Justice on receipt of official request with details of the arbitrator so appointed shall be final, conclusive and binding on all parties to the contract. The submission be deemed to be submission to arbitration under the Arbitration and Reconciliation Act, 1996 or any statutory or medications or re-enactment thereof and of rules made thereunder for the time being in force.

## **NOTE**

The First Party in this case will be Govt. of India through its authorized officers/ officials and the Second Party shall have to enter into an agreement with the First Party shall be the Party quoting the rates for tender enquiry i.e . outsourcing agency or its authorized representatives on acceptance of their rates.

10. The Second Party must issue proper identity cards to their employees deployed at anytime for the purpose of this contract in order to facilitate verification of their identity by the First Party.
11. The Second Party shall be liable to comply with the directions of the First Party to remove within 24 hours of receipt of such directions; any member of their staff deployed for the purpose of this contract and shall make immediate necessary

alternative arrangement to ensure proper and adequate services.

12. All the employees of the Second Party deployed for rendering these services to the First Party, must remain in proper uniform. The Second Party shall supply at their cost, uniform, rain coats, woollen clothing, sticks, torches with battery, registers, papers and other stationery items required for carrying out the work
13. The Second Party shall render the security services by deploying requisite numbers of private security personnel which shall be at least seven security guards and one security supervisor in each of 3 shifts of eight hour round the clock and none out of them shall be allowed to work for more than eight hours at one stretch of time. The numbers may vary from time to time depending on demand, if any. In day shift 09.00 AM TO 05.00 PM, one of the Guard will be female.
14. The Second Party shall be responsible for character and other verification deemed necessary as soon as possible on deployment of their employee at their end and provide address and contact No. if any, for record of the First Party.
15. The employees of the Second Party should be physically fit and of good health with minimum qualifications of Tenth. (Xth pass)
16. Preference will be given to agencies who employ only or mainly ex- service personnel.
17. The First Party shall have no responsibilities for providing accommodation to the employees/personnel deployed by the Second Party except the necessary covered space for check posts in the open area.
18. The area and scope of work will be as per the requirement of the First Party and may be changed from time to time. Any extra work arising out of special programme or exigencies and beyond scope of 34724347 work shall be negotiated separately for which separate payment on agreed rates shall be paid.
19. The First Party shall pay to the Second Party nothing more than the amount as may be due to them under the terms and conditions to be agreed mutually.
20. The First Party has a system of issuing three types of Gate passes for three different types of items leaving the first party's premises officially. The Second Party will obtain sample copies of these gate passes from the First Party and will be responsible for collecting them from the persons/agencies to whom these are issued to take items out of the museum and hand over, receipt/passes to Security Assistant /Hawaldar/ any other authorized official of the First Party.
21. The staff engaged shall have no right to claim for / Adhoc/ Temporary/ Regular appointment on the basis of this deployment. The agency will have to obtain an undertaking for this to submit to this office for record. The staff deployed can be asked for replacement/ removal without assigning any reason.

(Som Dutt Sharma)  
Administrative Officer