



**ICAR-NATIONAL BUREAU OF SOIL SURVEY & LAND USE PLANNING
AMRAVATI ROAD, NAGPUR- 440 033**

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Website <https://www.nbsslup.in/> Email : director.nbsslup@icar.gov.in

F.No. 21-57/Security/2019-20/

Date : 19.2.2020

NOTICE INVITING TENDER

Online Tenders are invited under two bids system from the reputed firms on behalf of Director, ICAR-NBSS&LUP, Amravati Road, Nagpur for award of Annual Contract for Watch & Ward (Security Services) at Krishi Kunj Complex, Bajaj Nagar, Nagpur and ICAR-NBSS&LUP office premises, Amravati Road, Nagpur The details are given below:

Name of the Work	Annual Contract for Watch & Ward (Security Services) at Krishi Kunj Complex, Bajaj Nagar, Nagpur and ICAR-NBSS&LUP office premises, Amravati Road, Nagpur
EMD	EMD Rs. 2,50,000/-
Performance Security	10% of total estimated value of work
Period of contract	One year

**Director
NBSS&LUP, Nagpur**

Annexure-I**CRITICAL DATE SHEET (Section)**

Tender No	2020_DARE_545926
Name of the 'Organization'	National Bureau of Soil Survey & Land Use Planning, Amravati Road, Nagpur - 440033
EMD of estimated value	EMD amount in form of DD in favour of ICAR-Unit, NBSS & LUP payable at Nagpur OR Bank Guarantee, FDR failing which the bid will be cancelled
Bid Submission start Date and Time	20.2.2020 at 10.00 am
Bid Submission End Date and Time	12.3.2020 at 3.00 pm
Date of opening of Bid	13.3.2020 at 3.00 pm
Address for Communication	The Director, ICAR – National Bureau of Soil Survey & Land Use Planning, Amravati Road, Nagpur -440033
Website	https://www.nbsslup.in https://eprocure.gov.in/eprocure/app

**Director,
NBSS&LUP,Nagpur**

The Firms are also required to upload copies of the following documents:-

TECHNICAL:

1. Scanned Copy of the Registration certificate of the firm under the work contract of the Appropriate Authority. [Registration under Shop & Establishment Act 1948 (Mumbai)/the Companies Act, 2013/or any other Act.]
2. Scanned copy of last 5 years experience of the firm in the field of providing such services in Govt. establishments (Central/State) /Autonomous bodies of Govt. of India/ Corporations of Govt. of India/reputed public organizations. Provide the details in tabular form.
3. Scanned copy of Income Tax Return (ITR) for the last three years.
4. Scanned Copy of Certified Balance Sheet of the firm for last five year by the Chartered Accountant.
5. Scanned Copy of Duly certified copies of the satisfactory services / work order where the bidder is providing security service for the last five years.
6. Scanned Copy of Employee EPF registration certificate and scanned copy of Employee ESI registration certificate or Workmen Compensation (WC) Certificate whichever is applicable.
7. Scanned copy of EPF / ESIC challan for the preceding three months excluding the month of publication of the tender (Minimum 100 workers are required for further qualification)
8. Scanned copy of PAN CARD.
9. Scan copy of valid license under the private security agency (Regulation) Act 2005.
10. Scanned copy of ISO Certificate in the relevant field.
11. Scanned copy of GSTIN no. and registration certificate. Please attach copy of challan for the preceding three months excluding the month of publication of the tender
12. Scanned copy Earnest Money Deposit (EMD)/its exemption, if any.
13. Scanned Copy of Annexure – II documents and Tender Acceptance letter
14. Whether the firm has any legal suit / criminal cases is pending against it for violation of EPF /ESI, minimum wages act or other law. The firm must enclosed certificate indicated that there is no criminal / legal suit pending are contemplated against them.
15. Bank Solvency/Haisiyat certificate of Rs. 15,00,000/-.

All necessary documents in support of the details for Sl. No. 1 to 15 must accompany the technical bid. The bid is liable to be rejected in case documents are not uploaded in the technical bid on CPP Portal, documents are incomplete or in case any certification / registration has already expired but is yet to be renewed. Only essential and necessary valid documents are to be uploaded in the technical bid. Please avoid uploading extraneous and irrelevant documents.

Note : The above documents may be uploaded in the given sequence only, with no unnecessary documents.

FINANCIAL BID:

- (a) Please submit financial bid as excel file- BoQ_XXXX.xls

Technical Bids**Schedule -I**

Checklist of documents to be submitted with tender documents along with the page no. failing which the bid will be liable to be rejected:

S.No.	Particulars	Whether submitted or not	If submitted, mention File Name &Page No.
1	Scanned Copy of the Registration certificate of the firm under the work contract of the Appropriate Authority. [Registration under Shop & Establishment Act 1948 (Mumbai)/the Companies Act, 2013/or any other Act.]		
2	Scanned copy of Last 5 year's experience of the firm in the field of providing such services in Govt. establishments (Central /State) /Autonomous bodies of Govt. of India/ Corporations of Govt. of India/reputed public organizations.		
3	Scanned copy of Income Tax Return (ITR) for the last three years		
4	Scanned Copy of Certified Balance Sheet of the firm for last five year by the Chartered Accountant.		
5	Scanned Copy of Duly certified copies of the satisfactory services / work order where the bidder is providing such services for the last five years.		
6	Scanned Copy of Employee EPF registration certificate and Scanned copy of Employee ESI registration certificate. (Minimum 100 workers are required for further qualification)		
7	Scanned copy of EPF / ESIC challan for the preceding three months excluding the month of publication of the tender (Minimum 100 workers are required for further qualification)		
8	Scan copy of valid license under the private security agency (Regulation) Act 2005		
9	Bank Solvency/Haisiyat certificate of Rs. 15,00,000/-.		
10	Scanned copy of PAN Card.		
11	Scanned copy of ISO Certificate in the relevant field		
12	Scanned copy of GSTIN no. and registration certificate. Please attach copy of challan for the preceding three months excluding the month of publication of the tender		
13	Scanned copy Earnest Money Deposit (EMD)/its exemption, if any, Annexure – II and Tender Acceptance Letter after duly filling it.		
14	Scanned copy of documents indicating registration of head / branch office in the state of Maharashtra.		
15.	Whether the firm has any legal suit / criminal cases is pending against it for violation of EPF /ESI, minimum wages act or other law. The firm must enclosed certificate indicated that there is no criminal / legal suit pending are contemplated against them.		

AUTHORITY SIGNATORY

Note: The information required at Sl. No. 1 to 15 must be accompanied with the certified copies of the document and attached as per the serial number failing which the tender is liable to be rejected. No other document needs to be attached with the tender form.

Evaluation criteria for evaluation of technical bids :

Only those bidders who submit all requisite documents as per this tender and secure 50% in the technical qualification on parameters mentioned below will be declared as qualified for being considered for financial bids.

1. Weightage on total experience of the agency for providing Security Services: (Minimum satisfactory level, to be clearly mentioned in the experience certificate).

Max 20 Marks

a)	Minimum 5 years	5 marks
b)	5 years to 8 Years	10 marks
c)	8 years to 10 Years	15marks
d)	10 years and above	20 marks

Year wise experience certificate with clear indication of “Satisfactory Services” for the preceding 5 years (2014-15 to 2018-19) must be provided. If no grading is mentioned on it, NIL marks will be awarded.

2. Number of personnel registered with ESI and EPF facility (along with their EPF Nos. and ESI card details)

Max 20 marks

a)	Minimum 100	05 marks
b)	101-200	10 marks
c)	201-400	15 marks
d)	401 and above	20 marks

3. Average Annual Turnover (in Indian Rupees) during last five years (2014-15 to 2018-19) : Max 20 Marks

a)	Minimum 2 Crore	05 marks
b)	2 Crore to 5 Crore	10 marks
c)	5Crore to 8 Crore	15 marks
d)	8 Crore and above	20 marks

4. Experience of serving in Govt. (Centre/State) Departments/ Autonomous bodies/ PSUs/PSES/Banks & Insurance Companies or other equivalent organizations of high repute.

Max 20 Marks

a)	5 Years and above e experience of serving in private organizations	05 marks (1 mark for each year)
b)	5 years and above experience of serving in State Govt/ PSUs/PSE/ Bank & Insurance Companies or other equivalent organizations/ Autonomous (State Govt).	10 marks (2 marks for each year)
c)	5 years and above experience of serving in Central Govt. Ministry / Autonomous (Central Govt.)	20 marks (4 marks for each year)

The agency must provide full details of the organizations where they have provided the services. The details must include name, designation, email, Telephone no. of the client department/ offices for verification, if required.

5 Special certification held with Agency : Max 20 Marks (Calculated cut-off date will be 31 March 2019

a)	ISO Certified for lesstn2 years	5 marks
b)	ISO certified for 3 to 4 years	10 marks
c)	ISO certified for 5 to 6 years	15marks
d)	ISO certified for more than 6 years	20 marks

Copies of the valid ISO certification must be submitted with clear indication since how many years the company is holding the certification. If no currently valid certificate is submitted NIL marks will be awarded.

Important Note :

1. In case of more than one successful lowest bidders (L-1), the work / contract will be awarded to the firm which got highest marks in the technical evaluation.
2. In case of tie in the technical evaluation score, the firm with more no. of years in experience will be preferred.
3. In case of tie in the experience also, the firm with more turn over in the financial year 2018-19 will be preferred.

Special Terms & Conditions of the contract:

1. Score will be awarded only if the firm produces documentary evidence of manpower/turnover in relevant field for which the bidder is participating. For example, each security point experience must be verifiable with three different guard names, corresponding EPF accounts *etc.*
2. The deduction of Income tax (TDS) from the bills of the firm will be made at source as per rate applicable from time to time.
3. The commission/service charges must be quoted in whole number /full rupee. Any quotation in decimal, fraction or percentage will automatically disqualify the bid /rejected

4. Necessary enlisting/ Police verification of guards deployed by the firm is also required.
5. The online bidding document should be submitted online on CPPP within the stipulated date and time.
6. The tender documents may also be downloaded from this office website: <https://www.nbsslup.in> Autonomous_(Tender Notice).
7. Bidders / bidders are requested to visit the website <https://www.nbsslup.in> and CPPP regularly. Any changes/modifications in tender enquiry will be intimated by Corrigendum through this website only.
8. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The ICAR-NBSS & LUP reserves the right to accept or reject any or all the tenders.
9. The interested Firms are required to deposit (in original) an Earnest Money Deposit (EMD) of Rs. 2,50,000/- in the form of Bank Guarantee FDR or paid favour of ICAR Unit, NBSS&LUP payable at Nagpur and may be addressed to the Director, National Bureau of Soil Survey and Land Use Planning, Amravati Road, Nagpur – 440033 on or before bid submission closing date.
10. Financial Bid will be opened only of those firms which qualify the technical bid.
11. In accordance with O. M. No. 29(1)/2014-PPD dated 28.01.2014 of Department of Expenditure, Ministry of Finance, bids quoting 'Nil' consideration/service charges shall be treated as unresponsive and will not be considered
12. The Bid Security will be forfeited under the following conditions:-
13. (i). If any stage, any of the information/declaration given by the bidder is found false.
(ii). If a bidder withdraws his bid during the period of bid validity specified in terms and conditions of tender.
14. (iii). In case of any lapse/default in honoring of terms and conditions at any stage after submitting the tender.
15. (iv). In case of final selection of bidder, if it fails to enter into the contract or fails to furnish Performance Security in accordance with the terms and conditions of the tender.

**Director,
ICAR-NBSS&LUP, Nagpur**

From:
The Director,
ICAR-NBSS&LUP, HQ,
Nagpur

Sub: Invitation of Tender (TWO BIDS SYSTEM) for Annual Contract for Watch & Ward (Security Services)) at Krishi Kunj Complex, Bajaj Nagar, Nagpur and ICAR-NBSS&LUP office premises, Amravati Road, Nagpur.

Dear Sir,

The Director, ICAR-NBSS&LUP, Nagpur has invited online tender under two bid system from Registered / well-established /reputed firms for Annual Contract for Watch & Ward (Security Services)) at Krishi Kunj Complex, Bajaj Nagar, Nagpur and ICAR-NBSS&LUP office premises, Amravati Road, Nagpur on monthly contract basis for a period of ONE YEAR and extendable for a further period of one year on the basis of monthly / quarterly / half yearly/yearly subject to satisfactory performance of the Security Agency/vendor and its willingness to continue on same Terms and Conditions.

1. Tenders are invited under two-bid system.
2. The terms and conditions of the contract which govern the contract to be made are those contained in the general conditions of contract applicable to the contract placed by the ICAR-NBSS&LUP and the special terms and conditions detailed in the tender form, and its Annexure. Please submit your tender, if you are in a position to provide the requisite services in accordance with the requirements stated in the attached schedule.
3. An earnest money of Rs.2,50,000/- (Rupees two lac fifty thousand only) must be deposited in the form of demand draft/pay order payable to Director, ICAR-NBSS & LUP at Nagpur. The particulars of the earnest money deposited must also be mentioned on the top of the envelope by indicating the draft/pay order number and date, failing which the Tenders will not be opened. The agencies which are exempted from submission of EMD, should enclose a valid exemption certificate to this effect. The Tenders will not be considered if earnest money/exemption certificate is not deposited with the Tenders. The EMD shall be refunded to unsuccessful firm without paying any interest.
- 4.The bidder is being permitted to submit tender in consideration of the stipulations on his part that after submitting his tender, he will not resale from his offer or modify the terms and conditions thereof. If the bidder fails to observe and comply with foregoing stipulation the aforesaid amount of EMD will be forfeited by the ICAR-NBSS&LUP, Nagpur. In the event of the offer made by the tender not being accepted, the amount of earnest money deposited by the bidder shall be refundable after the bidder has applied for the same, in the manner prescribed by the ICAR-NBSS&LUP.
- 5.The Schedule of the Tenders form should be attached with the bids.

6. The Tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the Tenders is not fully filled in. Individual signing capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.

7. Acceptance by the ICAR-NBSS&LUP, Nagpur will be communicated by Speed Post/fax/e-mail or any other form of communication. Formal letter of acceptance of the tender will be forwarded as soon as possible, but the earlier instructions in the Speed Post/fax/e-mail etc. should be acted upon immediately.

8. In case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to sign such and if, on enquiry it appears that the persons so signing without authority, the ICAR-NBSS&LUP will cancel the contract and hold the signatory liable for all costs and damages. **Each page of the tender and the schedules to the tenders and annexure, if any, should be signed by the authorized signatory of the firm.**

9. An amount of equivalent to **10%** of the estimated value of contract is to be deposited by the selected/successful firm as a performance security deposit only after receiving a communication from the ICAR-NBSS&LUP through DD from a Nationalized Bank. In the event of non-deposition of the same, the earnest money will be forfeited.

10. No interest on Security deposit and earnest money deposit shall be paid by the ICAR-NBSS&LUP to the firm.

11. GST/Service tax or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor. ICAR-NBSS&LUP will not entertain any claim whatsoever in this respect. However, the service tax or any other tax which is as per the rules of the Govt. shall be deducted at source from monthly bills of the successful firm, as per rules/instructions made applicable from time to time by ICAR/Govt. of India.

12. The Director, ICAR-NBSS&LUP, Nagpur reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Bureau for any justifiable reasons, not mandatory to be communicated to the firm.

14. Decision of Director, ICAR-NBSS&LUP, Nagpur shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any, on the contract will be settled at his level by mutual consultation and in case of failure of settlement, dispute shall be referred to the sole arbitrator to be appointed by the Director, ICAR-NBSS&LUP, Nagpur. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration and Constitution Act, 199

14. The Contract will be initially for a period of ONE YEAR extendable for further period of one year, subject to satisfactory performance of the vendor as his/her willingness to continue on same Terms & conditions.

15. The ICAR - NBSS&LUP, Nagpur is not bound to accept the lowest or any other tenders and also reserves the right of accepting the tenders in whole or in part. Conditional tender will not be accepted at any cost.

17. Only those firms will be considered for financial bid who have qualified in the technical bid.

18 The contract may be awarded in whole or in part as per minimum wages as applicable

**Director,
ICAR-NBSS&LUP,
Nagpur**

NATIONAL BUREAU OF SOIL SURVEY AND LAND USE PLANNING
Amravati Road, Nagpur-440 033

Full name and address of the bidder in addition to address and other relevant information needed for the complete Address:-

Telephone No. _____
Telegraphic Address _____

From:-
To ,
The Director,
ICAR-
NBSS&LUP,
Amravati Road,
Nagpur-440 033

Sir,

I/we have read all the particulars regarding the general information and other terms and conditions of the contract for the annual Security Services for Manpower Supply at Krishi Kunj Complex, Bajaj Nagar, Nagpur and ICAR-NBSS&LUP office premises, Amravati Road, Nagpur agree to provide the services as detailed in schedule herein or to such portion thereof as you may specify in the acceptance of the tender at the rates given in schedule attached I and II to this tender and I/we agree to hold this offer open till 90 days.

1. I/we shall be bound to communicate written acceptance within the prescribed time limit.
2. I/we have understood the terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
3. The following pages have been added to and from a part of this Tender _____.The schedules I and II to accompany this tender are at page nos. _____.
4. Every page attached with this tender bears my signature and the official seal.
5. Pay Order/Demand Draft No. _____ of Rs. _____ drawn in favour of ICAR Unit, NBSS&LUP and payable at Nagpur is enclosed as earnest money as required.

Signature and Seal of bidder with date _____
Address _____

Name and Signature of witness _____
Address _____

**GENERAL INFORMATION AND IMPORTANT TERMS & CONDITIONS OF
THE CONTRACT**

Guards required

1. Security personnel, as per details below are to be provided for Twenty Four hours:

Sl. No.	Name of the Institute/Regional Centres	No. of Security Points	No. of Security Guards	Remarks
1.	Krishi Kunj Complex, Bajaj Nagar, Nagpur	03	09	
2.	ICAR-NBSS&LUP, Office premises, Amravati Road, Nagpur	03	09	
Total		06	18	

Note: Number of security points and/or guards may be increased or decreased as per day to day functional need of the institute and/or regional stations and as per ICAR/GOI rules or instruction.

2. Services:

The entire open area and the built area will have to be guarded from security angle. Complete security of the building and its properties shall vest fully with the approved contractor who shall be held accountable for any loss of property/material etc. from within the building/campus as per the details given below:

a. The selected agency shall provide necessary persons for Security Services at ICAR-NBSS&LUP strictly as per the charter of duty and terms and conditions mentioned in the tender form. The agency shall employ good reliable & robust persons with clean record preferably within the age group 21 to 45 years to carry out the job contract. In case any of the personnel so engaged by the agency is not found suitable by the ICAR-NBSS&LUP, the ICAR-NBSS & LUP shall have the right to ask for its replacement without giving any reason thereof and the agency on receipt of written communication in this regard will have to replace such persons immediately.

b. The personnel engaged by the agency for this job contract will not be employee of the ICAR-NBSS&LUP and there will be no employer-employee relationship between the ICAR-NBSS&LUP and the personnel so engaged by the contractor.

c. The agency shall be wholly responsible for making payment of monthly salaries and other admissible allowances as per the rates quoted and the actual amount indicated in the quotation by the 7th day of each completed month to the personnel, and any delay in this regard will attract a penalty of 5% of final monthly bill amount per day for delayed payment. The payment in respect of the clause above is to be made by e-payment/cheque to the bank accounts of the staff. A satisfactory proof of this has to be attached with the bill.

d. All the personnel deployed will perform their duty in proper uniform and will maintain a smart turn out. The agency shall, at its own cost, provide suitable uniforms (both Summer and Winter) to the personnel with identity cards to be displayed.

3. Bid Submission:

Bids must be submitted by the time and date mentioned in the schedule covered in the Notice Inviting Tender. The tender form must be clearly filled in ink legibly or typed. The bidder should quote the rate and amount tendered by him/them in the figures and as well as in words. In case, there is difference of amount of word and in figures, amount mentioned in words shall be treated as correct and final.

4. ELIGIBILITY CONDITIONS :-

a. An agreement to be made by the successful contractor/firm with the Bureau on Non-Judicial stamp paper of Rs.1000/ or as per the rule applicable.

5. Risk Clause:

"ICAR-NBSS&LUP reserves the right to terminate the job contract at any time with a one month prior notice, if the work are found unsatisfactory by giving a show-cause notice to be replied within a week.

6. TERMS OF THE CONTRACT

Initially the terms of the contract will be for **ONE YEAR** and the contract may be renewed or extended for further period of one year on mutually agreed T&Cs subject to satisfactory services provided by the agency. On the expiry of the contract or on its termination, the ICAR-NBSS&LUP reserves the right to renew the contract on quarterly/half-yearly/yearly basis on the same terms and conditions that may be mutually agreed upon.

7. MODE OF PAYMENT

The agency shall submit monthly bills along with copies of ECR, E- Challan for deposition of EPF & ESI contribution for the personnel engaged at the site for the job performed during the preceding month on the first working day of the month. The ICAR-NBSS&LUP shall make payment by means of RTGS/NEFT (online payment) drawn in favour of the agency, after deducting GST/service tax, TDS and Penalty amount (if any) therefore, the firm has to submit details of bank along with Bank Account number, TAN number, PAN number, IFSC code 'of bank branch. However, taxes which are as per the rules of the Govt. of Maharashtra/GOI shall be deducted at source from monthly bills. The agency shall make payment to its employees through **e-payment or cheque only** in the presence of officer nominated by ICAR-NBSS&LUP, Nagpur. The amount of EPF & ESI deposited by the firm with the concerned statutory authorities w.r.t. manpower engaged for the contracted work shall be reimbursable on monthly basis after production of payment challans by the firm along with certified list of EPF & ESI account nos. of employees deployed for contracted work for whom EPF & ESI is deposited under challans submitted for reimbursement by the firm.

The contractor must produce a Labour License within one month of award of contract.

8. LOSS/DAMAGES CLAUSE

In case of any loss or damage done to the property of the ICAR-NBSS&LUP by the personnel provided by the agency at the location full damages will be recovered from the Agency and decision of the Competent Authority of ICAR-NBSS&LUP shall be a binding on the agency. In case it is found that the firm repeatedly fails to act according to the provisions in the contract, it will be liable to be terminated.

9. SECURITY DEPOSIT

The successful bidder will be required to deposit an amount equivalent to **10%** of the total bid value as Performance Security Deposit in the form of Demand Draft/Pay Order in favour of **ICAR Unit, NBSS&LUP payable at Nagpur** at the time of acceptance of Work Order/Award Letter. **The security deposit shall be refunded to the contractor** after satisfactory completion of the contract or adjusted against any damages or loss of property etc. caused by the personnel deputed by the agency. No interest will be paid on the security money deposited with the ICAR-NBSS&LUP.

10. AMENDMENT TO TENDER DOCUMENTS:

At any time prior to the deadline for the submission of tenders, the Employer may, correspond for any reason, whether at his own initiative or in response to a clarification or query raised by a prospective bidder, modify the tender documents by an amendment. The said amendment in the form of an addendum will be sent to all prospective bidders who have received the tender documents, to reach them 2 days prior to the deadline for the submission of tenders. This communication will be in writing or by telefax and the same shall be binding upon them and the provisions in such addenda shall take priority over the Invitation to Tender and Tender Documents issued previously. Prospective bidders should promptly acknowledge receipt thereof by telefax to the Employer. In order to afford prospective bidders reasonable time for preparing their tenders after taking into account such amendments, the ICAR-NBSS&LUP or the Employer may, at its discretion, extend the deadline for the submission of tenders.

11. PENALTY CLAUSE:

- a) In case any complaint is received attributable to poor services/ misconduct/ misbehavior of any personnel deployed by the firm, a penalty of Rs. 2,000/- for each such incidents shall be levied and the same shall be deducted from the monthly bills produced by the firm. Further, the concerned agency personnel shall be removed from the systems immediately. In case the agency fails to commence/execute the work stipulated in the agreement or un-satisfactory performance or does not meet the statutory requirements of the contract, the Council reserved the right to impose the penalty as detailed below:-
- b) A penalty of Rs. 1,000/- per shift per guard will be imposed for not reporting to the duty by the security personnel, and no substitute is provided. For misbehavior such as, drunken state of the guard, not performing the duties attentively(found sleeping) a penalty of Rs. 1000/- per such incident will be imposed.
- c) If security is not observed up the satisfaction of ICAR-NBSS & LUP, a penalty of minor fine of Rs.2,000/- per incident or a major fine of Rs.5,000/- per incident will be imposed on the agency.
- d) The Security Supervisor and Security guards on duty must possess cap, proper uniform lathi, whistle, torch light, name badge, shoes and identity card etc., and the violation of this clause will attract a penalty of Rs. 100/- per guard. The Security Personnel shall be dressed in neat and clean uniform (including proper name badge), failing which it shall invite a penalty of Rs. 1000/- for an habitual offender in this regard shall be deducted from the agency's bill.

- e) No Security Supervisor/Security Guard shall perform double duty, in case if they are found performing double duty or remain absent them the duty a penalty of double the wages shall be recovered from the security bill.
- f) A daily list of Security Supervisor and Security Guards on duty should be provided to this office.
- g) A detailed list of Security Supervisor and Security Guard along with their photographs attested by the agency including permanent address should be provided to the office for record before taking over the charge of security.
- h) If payment to the Security Staff deployed by the contractor is not made by the 7th of every month, a penalty of 5% of final monthly bill amount per day for delayed payment to staff shall be imposed.
- i) There will be no relation between the payment to the contractor by ICAR-NBSS&LUP and the payment made to the staff/workers by the contractor. The payment to the contractor/firm shall be made only after specific satisfaction of compliance by the contractor regarding EPF, ESI, payment as per Minimum Wages Act, etc, and fulfilling other Terms & Conditions as imposed by ICAR-NBSS&LUP, Nagpur.

In case any of the violation of any of the above condition, ICAR-NBSS&LUP will have the right to terminate this agreement forthwith without notice and will not to be liable to any damages and/or loss which may be suffered by the contractor on account of termination.

In case of any dispute arising, decision of Director, ICAR-NBSS&LUP, Nagpur will be final and binding.

**Director,
ICAR-NBSS&LUP, Nagpur**

CHARTER OF DUTIES FOR SECURITY SERVICES

- a) Ensure proper locking/unlocking of all doors and report the Caretaker and officer concerned immediately.
- b) Ensure that no unauthorized persons or vehicle get entry into the guarded premises in a irregular manner.
- c) Ensure safe custody of keys.
- d) To regulate traffic and ensure proper parking of vehicles.
- e) Conduct regular patrol of the premises.
- f) No stray cattle/dog get access to the guarded area.
- g) Check and keep the record of all out going material through gate pass signed by the authorized officials of ICAR-NBSS&LUP, i.e. CAO/AO/AAO (Stores). Necessary entries may be made in the concerned Register.
- h) Be familiar with the location of fire alarm switches and hydrant and fire extinguisher and operate them in case of need and assist the fire brigade in their operation.
- i) To keep record of staff members/student who are required to sit beyond office hours or attend office on Sundays and Compulsory Holidays in a register and obtain their signatures.
- j) Any other items of work assigned with approval of competent authority.

OTHER IMPORTANT TERMS & CONDITIONS OF THE CONTRACT AND SCOPE OF WORK. (THESE TERMS & CONDITIONS WILL BE INTEGRAL PART AND PARCEL OF THE AGREEMENT)

- 1. The quotation submitted by the agency should remain valid for period of 90 days from the date of opening of tenders.
- 2. Bidder shall be responsible for strict compliance of all rules and regulations which is already in force or which may be enforced from time to time by the appropriate authority.
- 3. The bidder must visit the site and shall satisfy himself as per conditions under which the work is to be performed. He shall also check and ascertain the locations of any existing system or equipment or any other situation, which may affect the work. No extra claim for ignorance of on the ground of insufficient description will be allowed at a later date.
- 4. The contractor shall ensure that either he or his representative is available for proper administration and supervision at the work place.
- 5. The contractor shall at all times indemnify and keep indemnified the owner and its officers, servants and agents from and against all third party claims whatsoever including but not limited to property loss and damage, personal accident, injury or death of / or property or person of any sub-contract and or the servants or agents of the contractor any sub-contractor (S) or and or the owner and the contractor shall at his own cost and initiative at all times, maintain all liabilities under Workmen's Compensation Act/Fatal Accident Act, Personal injuries, Insurance Act and/or their Industrial Legislation from time to time in force.

6. The successful bidder shall be required to deposit the Performance Security money of 10% of the total bid value at the time of acceptance of Work Order/Award Letter through Demand Draft in favour of ICAR Unit, ICAR-NBSS&LUP, payable at Nagpur. No Interest shall be paid on such security deposit, which shall remain with the ICAR-NBSS&LUP during the period of the contract and it shall be released after two months of the expiry or termination of the contract after deducting dues, recovery, etc., if any.
7. In case of quoted L-1 firm is more than one, then the scoring card assessment by the Technical Evaluation Committee shall be the sole criteria of selection as detailed in Annexure II.
8. Even after qualifying the technical bid, the financial bid may not be accepted if found not in order at the sole discretion of ICAR-NBSS&LUP.
9. ICAR-NBSS&LUP, Nagpur reserves the right to accept or reject any or all the tender in part or whole or may cancel without assigning any reason thereof. No correspondence in this regard will be entertained.
10. The quoted rate shall include cost of each and every item including transportation cost, manpower cost and taxes *etc.* The ICAR-NBSS&LUP shall not bear any extra charge on any account whatsoever *i.e* EPF & ESI contribution, OTA etc. Wages to be paid to the contractual manpower will be as per minimum wages act. Contractor will be reimbursed for the work as per the rates detailed in Schedule- II.

DRAFT OF AGREEMENT TO BE ENTERED BY THE SECURITY AGENCY

(Part-I)

1. The security shall carry out the security and watch and ward of the Krishi Kunj Complex and ICAR-NBSS&LUP Nagpur as per the requirements and instructions given to them by ICAR-NBSS&LUP from time to time for a period of one year. The entire open area and built up area will have to be maintained from security angles. Complete security of the building and its properties shall vest fully with the approved contractor who shall be held accountable for any loss of property/material etc. from within the building/campus.
2. A list showing the jobs to be carried out by the agency is attached as **Annexure-IV**. However, these are only illustrative and not exhaustive. Additional jobs or modifications in the job will carried out with approval of the authorities of ICAR-NBSS&LUP.
3. The Security Agency shall render the services on job contract basis which includes PF contribution, ESI contribution and any other statutory provisions and liabilities to be discharged by the Security Agency.
4. Security guards to be deployed shall be preferably ex-service men with robust health and clean record within age group of **21 to 45 years**. The watch and ward will be round the clock and 7 days of the week and shall be changed as per requirement of ICAR-NBSS& LUP such changes in employment of the Security Guard, and such change shall be intimated to the security agency in writing well in advance.
5. The security agency will discharge all legal obligations of their employees in respect of their employees in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time viz, statutory obligations under Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act, Workman's Compensation Act, EPF & MP Act, Industrial Dispute Act etc. The Security Agency will indemnify and keep indemnified the ICAR-NBSS&LUP from any claim, loss or damages that may be caused to the ICAR-NBSS&LUP on account of the Security Agency failure to comply with their obligations under the various law towards their staff/employees employed by the or any loss or damage to one part due to acts/omissions of other part.
6. The security agency shall submit their bills after completion of each month during the first week of the following month of the services rendered previous months to Director, ICAR-NBSS&LUP, Nagpur. The payment will be made by e-payment/ cheque/RTGS on the receipt of confirmation regarding satisfactory execution of services by the officer authorized for this purpose
7. The security agency shall submit the record of payment made to security guards/supervisor on monthly basis and shall ensure that the payment is made as per Minimum Wages Act.
8. The security agency agrees to get all the security staff members and their employees insured against any liability arising under the workman's compensation act or under the common law. The security agency agrees to indemnify against any claim that the ICAR-NBSS&LUP may have to meet in respect of their staff members and/or workman/employees on account of any accident or for any other reason.

9. It is further clarified that under no circumstances, the staff member and or the workman/employees or the Security Agency shall be treated, regarded or considered or deemed be the employees of the ICAR-NBSS&LUP.
10. In case of theft or damage to the ICAR-NBSS&LUP property occurs during the service contract period with the security agency due to the negligence of the security staff/employees of the Security Agency, the security agency shall be held responsible for such losses and damages, if after an enquiry, the ICAR-NBSS&LUP comes to the conclusion that the loss is attributable to the negligence on the part of security personnel of the security agency. The Security Agency shall attend all the police cases from time to time during the contract period, if required.
11. The Security Agency will provide the security service round the clock in three shifts running from 6.00 a.m. to 2.00 p.m., 2.00 p.m. to 10.00 p.m., 10.00 p.m. to 6.00 a.m. The Security Supervisor for the security agency shall be present to supervise the security work invariably between the shifts from 6.00 a.m. to 2.00 p.m., 2.00 p.m. to 10.00 p.m. and 10.00 p.m. to 6.00 a.m. In case of any lapse in this regard, action as deemed fit will be taken including imposition of penalty.
12. If any question or dispute arises between the parties hereto or their representative with respect to the meaning or effect of any clauses of this agreement or about the rights of liabilities of the parties hereto, then such a question or dispute shall be referred to the arbitrator and such arbitrator shall be appointed by the ICAR-NBSS&LUP. His award shall be governed by the provisions of Arbitration & Conciliation Act 1996 for the time being in force in Indian Union and both the parties hereto.
13. The security agency shall inform the ICAR-NBSS&LUP immediately of their having been granted the approval by the Government of India to operate as Private Security Guards Agency under regulation of Employment and Welfare Act 1981. The Security Agency shall obtain the license under section 12 of the contract labour (Regulation & Abolition) Act 1970 from the competent authority as required by any other law. During the currency of agreement Security Agency shall have license under section 12 of the contract labour (R &A) Act 1970. In default of these agreements contract will be liable to be terminated.
14. ICAR-NBSS&LUP at its discretion will terminate the agreement in case of following conditions:
 - a. If the security agency fails to execute the work entrusted to the satisfactory for which ICAR-NBSS&LUP shall be the sole judge.
 - b. If the security agency fails to discharge its legal obligations towards the security personnel employed at ICAR-NBSS&LUP premises.
 - c. If for any reason whatsoever, the security agency is not able to perform its part under this agreement for continuous period of ten days or more.
 - d. If the security agency commits breach of any of the clauses of the agreement.

- e. If the ICAR-NBSS&LUP is required to pay any damages and/or compensation and/or any payment to their customers/visitors on account of any negligent action and/or misbehavior on part of the security agency.
- f. Under no circumstances, the ICAR-NBSS&LUP shall be made liable for additional monetary involvement besides that what has been mutually agreed upon.

(Part-II)

THE TERMS AND CONDITIONS FOR THE SECURITY GUARDS/SUPERVISOR

1. The guard should be able to communicate in Hindi and also in English if possible.
2. The guard should perform one shift per day, double duties are not allowed.
3. The guard should not develop social relationship with ICAR-NBSS&LUP staff.
4. The guard should be provided with uniform, whistle, torch, lathi *etc.*
5. The guard should wear neat uniform while on duty along with identity cards.
6. They should not leave the point unless and until the reliever comes for shift duties.
7. The security supervisor will maintain all the registers which are kept at the main gate and other points.
8. They have to verify after 5.30 p.m. that all rooms/buildings are locked properly.
9. From 10.00 p.m. to 6.00 a.m. one security supervisor must be on patrolling he should check all the locks of buildings including pump houses.
10. They should not give lenient or casual impression in the duties and they should be alert and attentive.
11. They should not allow anybody with vehicles to office or inside the campus without proper entry in the visitors registers.
12. They should observe movement of all the staff, labour and visitors *etc.*
13. All the vehicles are to be parked in the parking place only. The to and fro traffic in the premises must be checked by the Security Guard on duty.
14. Proper entries are to be made while handing over key to any staff of ICAR-NBSS&LUP and while taking over too.
15. The security personnel should follow strict attendance and alternative arrangements are to be made by the agency whenever any security supervisor/security guard goes on leave under intimation to this office.
16. Change of Security Supervisor/Security Guards should be intimated to the caretaker.
17. Patrolling of the identified points to be carried out every hour during the night.
18. The security staff should follow the codal formalities of Security System while on duty.
19. The security personnel should ensure that gate pass has been issued by the competent officers for the items taken out of the campus. In case of any doubts, they should immediately contact Officer-in-charge, Security.

FINANCIAL BID
(TO BE SUBMITTED ONLY ELECTRONICALLY)

Last Date for receipt of tender : _____ upto 3.00PM

Date of opening of tender (Technical Bid) : _____ at 3.00PM

To,
The Director
ICAR-National Bureau of Soil Survey
& Land Use Planning
Amravati Road,
Nagpur- 440 033

Sir,

I /We wish to submit our tender for providing SECURITY SERVICES at ICAR-NBSS&LUP, Nagpur on the following rates:

S.No.	Description of Work	Remarks
(a)	Basic wages plus variable Dearness Allowance (Central Govt/State Govt whichever is higher, shall be applicable)	Not to be quoted by the agency
(b)	ESI employer contribution @3.25% (The wage limit for converge of employee is Rs. 21,000/- vide M/o Labour & Employment notification no. GSR1166(e) dated 22/12/16 F.No. S-38012/02/2013-SS-I)	
(c)	EPF @13% or applicable (@ Rs. 15000 being the maximum limit on part of employer vide EPFO notification) *employee contribution in EPF is10% if any extt. Having less than 20 employees. Therefore, equal contribution by employer @10% towards EPF+EPS may be paid. Rate of EPF (Employer contribution) is difference of EE share & Pension contributions	
(d)	Lumpsum service charges per month in rupees.	To be quoted by the agency in Rupees
(e)	GST/Service tax /other taxes will be paid extra as per extant govt. rules	Not to be quoted by the agency

We have carefully read the terms and conditions of the quotation and are agreed to abide by these in letter and spirit.

Signature