



भा.कृ.अनु.परिषद - राष्ट्रीय मृदा सर्वेक्षण एवं भूमि उपयोग नियोजन ब्यूरो,
क्षेत्रीय केंद्र दिल्ली : आई.ए.आर.आई. कैम्पस: नई दिल्ली – 110012

**ICAR-National Bureau of Soil Survey & Land Use Planning
Regional Centre: IARI Campus: IARI Pusa: New Delhi-110012**

Phones: (Office) 91-011-21520053, 21520050; (Fax) 91-011-2150050; New Delhi-110012



RCD/ 309

Dated: 14.08.2020

NOTICE INVITING TENDER THROUGH E-PROCUREMENT

Online Bids are invited from the interested firms under **two bid system for RATE CONTRACT FOR Watch & Ward (Security Services)** at ICAR- National Bureau of Soil Survey & Land Use Planning Regional Centre, IARI Campus, Pusa, New Delhi. Manual bids shall not be entertained.

Tender documents may be downloaded from e-Procurement website of CPP <https://eprocure.gov.in/eprocure/app> as per the schedule as given in **CRITICAL DATE SHEET** as under:

CRITICAL DATE SHEET

Tender No.	File No. RCD/309
Name of the Work	Annual Contract for Watch & Ward (Security Services) at ICAR-NBSS&LUP office premises IARI Campus, Pusa, New Delhi
EMD	EMD Rs. 30,000/-
Performance Security	7% of total estimated value of work
Period of contract	One year
Bid Submission Start Date and Time	19.08.2020 at 12.00pm
Bid Submission End Date and Time	10.09.2020 at 3.00pm
Date and Time for Opening of Bids	11.09.2020 at 3.00pm
Address for Communication	Head, ICAR- National Bureau of Soil Survey & Land Use Planning Regional Centre, IARI Campus, IARI Pusa, New Delhi
Website	https://www.nbsslup.in https://eprocure.gov.in/eprocure/app

Sd/-
Head, Regional Centre, Delhi

INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. The tender from/bidder documents may be downloaded from the website: <https://eprocure.gov.in/eprocure/app>. Online submission of Bids through Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) is mandatory. Manual/Offline bids shall not be accepted under any circumstances.
2. Tenders/bidders are requested to visit website <https://eprocure.gov.in/eprocure/app> regularly. Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.
3. 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 Council reserves the right to accept or reject any or all the tenders.
4. The interested Firms are not required to deposit any tender fee.
5. The interested Firms are required to deposit (in original) and Earnest Money Deposit (EMD) of the amount mentioned against item in the form of Demand Draft from any of the Commercial Bank in favour of **ICAR Unit: NBSS&LUP payable at New Delhi** may be addressed to the **Head, National Bureau of Soil Survey & Land Use Planning Regional Centre, IARI Campus, IARI Pusa, New Delhi** on or before bid opening date and time as mentioned in the Critical Date Sheet.
6. The firm should send the Original brochures of the product and may be addressed to the Head, **ICAR-National Bureau of Soil Survey & Land Use Planning Regional Centre, IARI Campus, IARI Pusa, New Delhi** on or before bid opening date and time as mentioned in the Critical Date Sheet.
7. Bidder need not to come at the time of Technical as well as Financial bid opening at ICAR-NBSS&LUP. They can view live bid opening after login on CPP eProcurement Portal at their remote end. If bidder wants to join bid opening event at ICAR-NBSS&LUP then they have to come with bid acknowledge slip that generates after successfully submission of online bid.
8. The Agency/ Contractor/ firm shall employ reliable persons with good health in the **age group of 21 to 55 years**.
9. Turnover of the firm should not be less than Rs. 25,00,000/- (Rupees Twenty five lakhs only) during each of the last three financial years.

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

- **TECHNICAL:**
 - (1) Registration certificate (valid) of the firm under the work contract of the Appropriate Authority. *[Registration under Shop & Establishment Act 1948 /The Indian Companies Act, 1956/or any other Act]*
 - (2) **Last three years experience** of the firm in the field of providing such services in Central Govt. establishments/Autonomous bodies of Govt. of India/ Corporations of Govt. of India/reputed public or private organizations provide the **details in tabular form.**
 - (3) Certified Balance Sheet of the firm for last year of the service contract by the Chartered Accountant.
 - (4) Duly certified copies of the satisfactory services where the Tender is providing the services for the **last three years.**
 - (5) Employee EPF registration certificate issued by local govt. etc.
 - (6) Employee ESI registration certificate issued by local govt. etc.(if applicable)
 - (7) Nos. of staff registered under ESI & EPF separately. (Skilled and semi-skilled) required their ESI & EPF contributions. Documentary proof of vouchers *[i.e. challan for the month of preceding three months]* to be required and must be attached.
 - (8) Income Tax Permanent Account Number allotted by the Income Tax Dept.
 - (9) GST certificate allotted by GST department. *[please attach a copy of challan for the month of preceding three months]*
 - (10) Copy of Valid license.
 - (11) Only those firms will be considered for financial bid who will qualify in the technical bid.
 - (12) Successful Tender will have to enter into a detailed contract agreement with Institute on non-judicial stamp paper of appropriate value for each work at his own cost.
 - (13) *Tender acceptance letter as per Annexure-III*
 - (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. 5,00,000/-.

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) Price Bid as BoQ_XXXX.xls

Sd/-
Head, Regional Centre, Delhi

CHECK LIST OF DOCUMENTS TO BE UPLOADED/SUBMITTED WITH TENDER DOCUMENTS ON CPPP PORTAL FAILING WHICH THE BID WILL BE TO BE REJECTED

Sl. No.	Particulars	Whether submitted or not	If submitted than mentioned page no.	Remarks
1.	Details of E.M.D. deposit			
2.	Constitution of the firm/Agency/sole Proprietor under Indian Compaines Act, 1956 / Indian Partnership Act, 1932 (Please give name of partners) Registration under Shop & Establishment Act, 1948 For Partnership firms whether registered under the Indian Partnership Act, 1932 a. Please state further whether by the partnership aggrement authority to refer disputes concerning the business of the partnership toarbitration has been conferred on the partner who has signed the tender. b. If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the Tender to refer dispute concering business of the partnership to arbitration. c. If the answer to (a) or (b) above, is in the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Publis or its executive would be admitted by affidavit on a property stamped paper by all partenrs.			
3	Copy of registration certificate of ESI			
4	Copy of registration certificate of EPF			
5	Copy of Service Tax registration (GST)			
6	Copy of PAN/TAN card			
7	Copy of labour license under contract labour (R&A) Act, 1970, if any available Note: This license will have to be obtained by the firm within 15 days in respect of this institute after accepting the work order			
8	Bank Solvency/Hashial certificate for Rs. 5 Lacs			
9	Experience Certificate (Please enclosed) a. Three similar completed works costing not lass than Rs. 8Lacs OR b. Two similar completed works costing not lass than Rs. 10Lacs OR c. One similar completed works costing not lass than Rs. 20Lacs OR			
10	Copy of Income Tax return for last three Financial years.			
11	Minimum turnover of the firm not less than Rs. 30Lacs in each of the last three years (certified copy of Chartered Accountant to be enclosed)			
12	Number of staff/Supervisers registered under ESI & EPF seperately (Minimum 15 numbers) staff/Supervisor required with their ESI/EPF contributions. Documentary proof of return is required to be attested. Copy of challan for the month of last three month			
13	Valid food licence			
14	Whether the rate quoted complies with the minimum Wages Act, of Govt. of India (Central Govt.) with all other statuory provisions (MENTION YES OR NO)			

AUTHORITY SIGNATORY

Note: The information required at Sl. No. 1 to 14 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.

TERMS AND CONDITIONS

Tenders are hereby invited for contract for **providing of the Watch & Ward (Security Services) at ICAR-NBSS&LUP, Regional Centre, Delhi**. The terms and conditions of the contract which will govern any contract made are those contained in the General conditions of contract applicable to the contracts placed by the ICAR and by the Research Institutes of the Council and the special terms and conditions detailed in the Tenders forms and its schedules. Please submit your rates in the Tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.

2. An earnest money of **Rs. 30,000/- (Rupees thirty thousand only)** must be deposited in the form of demand draft/pay order payable to "ICAR Unit – NBSS&LUP payable at New Delhi" (at par cheques etc. are not acceptable). The particulars of the earnest money deposited must also be superscribed on the top of the envelope by indicating the draft/pay order number and date, failing which the Tenders will not be opened. The Tenders will not be considered if earnest money is not deposited with the Tenders.

The EMD will be refunded to the unsuccessful tenders' as promptly as possible whereas in the case of successful tender, EMD will be refunded after deposition of Performance Security @ 7% of the contract value in form of Demand Draft.

3. The Tenderer is being permitted to give Tenders in consideration of the stipulations on his part that after submitting his Tenders, he will not resile from his offer or modify the terms and conditions thereof. If the Tenderer fail to observe and comply with the foregoing stipulation the aforesaid amount of Bid Security will be forfeited by the NBSS&LUP.

4. The Schedules of the Tender form should be returned intact and pages should not be detached. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the Tenderer. In such cases reference to the additional pages must be made in the Tenders form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter along with the Tenders.

5. The Tenders are liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the Tenders is not fully filled in. Individual signing the Tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm of 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.

6. In case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the Tenders and all other related documents must be signed by every partner of the firm. A person signing the Tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the NBSSLUP shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the Tenders and the schedules to the Tenders and annexure, if any, should be signed by the Tenderer.

7. If Tenderer does not accept the offer, after issue of letter of award by NBSS&LUP within 15 days, the offer made shall be withdrawn & Bid Security shall be forfeited.

8. Tenderer are at liberty to be present or to authorize a representative to be present at the time of opening of the Tenders. The name and address of the representative who would be attending the opening of the Tenders on your behalf should be indicated in your Tenders. Please also state the name and address of your permanent representative, if any.

9. The ICAR- National Bureau of Soil Survey & Land Use Planning does not pledge itself to accept the lowest or any other Tenders and also reserve to itself the right of accepting the Tenders in whole or in part of the Tenders. You are however at liberty to Tenders for the whole or any portion or to state in the Tenders that the rates quoted shall apply only if the Tenders are considered fully. Other conditional Tenders will not be accepted.

10. The Selected Agency/Successful Tenderer has to deposited ***a Performance Security Deposit @ 7% of the contract value*** through Account payee Demand Draft, only after receiving a communication from the NBSS&LUP. In the event of non-deposition of the same, the Bid Security will be forfeited.

The Security deposit will be refunded on expiry of the contract. The dues, if any, not settled by the Agency will be recovered from the Security deposit.

11. No interest on security deposit and earnest money deposit shall be paid by the Council/Institute to the Tenderer.

12. Sales Tax or any other tax on material in respect of this contract shall be payable by contractor and Institute will not entertain any claim whatsoever in this respect. However the Income 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 Tenderer, as per rule.

13. The Director, ICAR- National Bureau of Soil Survey & Land Use Planning reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons, not mandatory to be communicated to the Tenderer.

14. Decision of the Director, ICAR- National Bureau of Soil Survey & Land Use Planning will 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 and will not be referred to arbitration.

15. Acceptance by the Institute will be communicated by FAX/e-mail, Express letter or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the FAX/e-mail/Express letter etc. should be acted upon immediately.

16. The Agency/Firm shall comply with all the legal requirements for obtaining license under Contract Labour (Regulation and Abolition) Act, 1970 at his own part and cost, and as per rules.

1] The contractor shall not sublet the work without prior written permission of the NBSS&LUP.

2] The agency would be solely responsible for payment of all on or before 7th of each month according to minimum wages act [revised time to time as per Govt. of India / State Govt. whichever higher is applicable orders]. Payment for security work will be made monthly upon submission of pre-receipted bill. However, the bill may be prepared with full details indicating all the charges separately keeping in view the actual mandays provided during the month. The intimation/detail of payment of the salary to the staff will be furnished to the office every month before verifying the monthly bill of next month.

- 3] The agency has to pay the wages to the staff as per the prevailing minimum wages according to the minimum labour wages act in the relevant field. EPF and ESI subscription in respect of the staff will be deposited by the contractor to the concerned department, for which they will have to submit self attested copy of the receipts to the office-NBSS&LUP..
- 4] The contractor has to pay the ***Wages and Variable Dearness Allowance*** at the enhanced rate announced by the govt. from time to time. If the contractor fails to pay the ***Wages and VDA*** to the staff the same will be deducted from the bill and will be disbursed to the security staff. The NBSS&LUP, New Delhi will pay the ***Wages and Variable Dearness Allowance at the enhanced rate announced by the Central or State Govt. whichever is higher from Oct., 2019 without any statutory obligations.***
- 5] An earnest money of Rs. 30,000/- (Rupees thirty thousand only) in the form of Demand Draft (No other form of money transfer is acceptable) is required to be attached with the Tender. No Tender will be considered without the Bid Security. The Bid Security will be forfeited if the bidder resiles from the offer.
- 6] The contract can be terminated at any point of time if the services of the firm are not found satisfactory. In such an event , the work at NBSS&LUP, Regional Centre, Delhi shall be got done from other source at the expenses of the defaulting firm.
- 7] The agency shall employ good and reliable persons with mentally alert, physically fit, and clean record within the age group of **21 to 55 years**. In case any of the personnel so provided is not found suitable, the NBSS&LUP shall have the right to ask for their replacement without giving any reasons therefore and the agency shall on receipt of a verbal/written communication will have to replace such persons immediately.
- 8] The rates to be quoted should include cost of each and every item including transportation cost, manpower cost etc. The NBSS&LUP shall not bear any extra charge on any account whatsoever i.e. EPF contribution, Uniform, Liveries, Stationary items, OTA etc.
- 9] The contractor will discharge all his legal obligations in respect of the staff to be employed/ deployed by him for the execution of the work 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. The contractor shall indemnify and keep indemnified the NBSS&LUP, Regional Centre, Delhi from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of the Director, ICAR- NBSS&LUP, Regional Centre, Delhi shall be final and binding on the contractor.
- 10] The selected agency shall provide the necessary personnel for providing services at NBSS&LUP, Regional Centre, Delhi as per labour acts prevalent in Central Govt / State Govt.
- 11] Income Tax will be deducted from the payments due for the work done as per rule.
- 12] The staff should follow strict attendance and alternative arrangements are to be made by the agency whenever any Staff going on leave under intimation to this office.

- 13] Changing of Staff should be intimated to the Office.
- 14] The agency should provide Identity Card with photograph, complete address and phone number to all staff engaged for the rate on awarding the contract. All the staff should wear identity card during duty hours. At the time of deployment of staff the office will verify all such records including antecedents clearance by Police.

LIQUIDATED DAMAGES CLAUSE / PENALTY CLAUSE:

- 1. An amount equivalent to two days of contract amount, subject to a minimum of ` 500/- will be levied as liquidated damages per day. Whenever and wherever it is found that the work is not up to the mark in any section. It will be brought to the notice of the supervisory staff of the firm by NBSS&LUP and if no action is taken within one hour liquidated damages clause will be invoked.*
- 2. Any misconduct/misbehavior on the part of security guard deployed by the agency will not be tolerated and such persons(s) will have to be replaced immediately.*

The Director, ICAR- NBSS&LUP, Regional Centre, Delhi reserves the right to reject any or all Tenders in whole or in part without assigning any reasons thereof. The decision of the Director, ICAR- NBSS&LUP, Regional Centre, Delhi shall be final and binding on the contractor / agency in respect of any clause covered under the Contract .

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.	ICAR-NBSS&LUP, Office premises, IARI Campus, NTC Building, Pusa, New Delhi	01	03	

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 55 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 G S T / 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 India 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, Delhi. 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 re- imbursement 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 **Head, NBSS&LUP payable at Delhi** 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 then the duty a penalty of double the wages shall be recovered from the security bill.
- f) A daily list of 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, Delhi.

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, Delhi will be final and binding.

**Head,
ICAR-NBSS&LUP, Delhi**

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

.....
.....
.....
.....

Sub: Acceptance of terms and conditions of tender.

Tender Reference No.:

Name of tender/work:-

Dear Sir,

1. I/we have downloaded / obtained the tender documents(s) for the above mentioned 'Tender/work' from the web site(s) namely:

As per your advertisement, given in the above mentioned website(s).

2. I/we hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. ----- to ----- (including all documents like annexure(s), schedules(s), etc.,) which form part of the contract agreement and I/we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department / organisation too has also been taken into consideration, while submitting this acceptance letter.

4. I/we hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality / entirety.

5. I/we do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department/Public Sector Undertaking.

6. I/we certify that all information furnished by the our Firm is true and correct and in the event the information is found to be incorrect/untrue or found violated, then your department/organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,
(Signature of the Bidder, with Official Seal)

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. 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 workplace.
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 Head, ICAR-NBSS&LUP, payable at Delhi. 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 ICAR-NBSS&LUP Delhi 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 be 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 55 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 Head, ICAR-NBSS&LUP, Delhi. 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 pumphouses.
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 Head
ICAR-National Bureau of Soil Survey
& Land Use Planning
IARI Campus,
Pusa, New
Delhi- 110012

Sir,

I/We wish to submit our tender for providing SECURITY SERVICES at ICAR-NBSS&LUP, Delhi 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