

भाकुअनूप - भारतीय मृदा एवं जल संरक्षण संस्थान 218-कौलगढ़ रोड, देहरादून 248195 (उत्तराखंड) (कृषि मंत्रालय, भारत सरकार) ICAR - Indian Institute of Soil & Water Conservation(IISWC) (Formerly CSWCRTI)



ISO 9001:2015

218, Kaulagarh Road, Dehradun 248195 (Uttarakhand)

File No. 1(11)/2020-21/Stores/

**E-Procurement Tender Notice** 

Date:

Online Bids are here by invited on behalf of the Director ICAR-IISWC, Dehradun in two bid system (Technical & Financial) from interested firms for "Hiring of Security Services on Job Contract" at ICAR-Indian Institute of Soil & Water Conservation, Research Centre, Datia (Madhya Pradesh) for a period of one year which can be extended for one/more years on mutual consent and satisfactory services.

Detailed information/Instructions containing terms and condition governing the tender document available the Website: Contract as well as are on https://eprocure.gov.in/eprocure/app.

# **Details of Tender Deposits:-**

Estimated annual cost of contract:	Rs.1500000/-(Rupees fifteen lakh ) approx.
Earnest Money Deposit:	Declaration should be given
Performance Security Deposit:	3% of the total value of contract

# The tender document contains the following:

Annexure-I – Scope of work & duties to be performed by the firm. Annexure-II- Instruction for online bid submission Annexure-III-General terms & conditions. Annexure-IV- Certificate to be given by the firm. Annexure-V-Undertaking to be given by the firm Annexure-VI A- Technical Bid. Annexure-VI B-Details of the Minimum 3 years experience/work done. Annexure-VII Part A & Part B- Financial Bid. Annexure-VIII-Specimen of agreement. Annexure-IX- Bid Securing Declaration Form.(must be enclosed)

Tender No.	F.No. :Farm Operation/Store/Datia/2021-22	
Date of release of Tender through	31/07/2021 at 4:30 PM	
GEM(Custom Bid)		
Date of Download of Tender Document	31/07/2021 at 5:00 PM	
Pre Bid meeting date/time/venue	10/08/2021 at 11:00 AM Conference Room, ICAR-Indian	
	Institute of Soil & Water Conservation, Research Centre, Datia	
Bid Submission Start date/time	31/07/2021 at 6:00 PM	
Last date & time for submission of bid	21/08/2021 at 3:00 PM	
Date & time for opening of technical bid	21/08/2021 at 4:00 PM	
Date & time for opening of financial bid	As per instructions to be uploaded on E-procurement/CPP portal	
	in due course of time.	
Validity of Tender	90 days from the date of opening of bid.	
Place of opening of Technical Bid	ICAR-IISWC, Research Centre, Datia (M.P.) 475661	
Address for Communication	The Head, ICAR-Indian Institute of Soil & Water Conservation,	
	Research Centre, Datia (M.P.) 475661	

#### Tender Schedule

The Instruction for uploading the tender/bid/quotation may be obtained from the website of CPP portal i.e. <u>http://eprocure.gov.in</u>.

Tender form, terms & conditions and draft agreement can be downloaded from the website <u>http://eprocure.gov.in</u> and <u>www.cswcrti.org</u> upto <u>12:00 noon of 20.08.20</u>21. Online bids complete in all respects should be submitted through CPP portal <u>http://eprocure.gov.in/eprocure/app</u> only on or before the last date and time i.e. <u>20/08/2021 at 3:00 PM</u>.

In case, holiday is declared by the Government on the day of opening bids, the bids will be opened on the next working day at the same time. The Director of the Institute reserves the right to accept or reject any or all the tenders without assigning any reason.

Please note that only online bids will be accepted. However, a hard copy of the documents uploaded by the firm alongwith Bid Securing Declaration Form should be submitted with this office before the date and time of opening of technical bid failing which online bid shall not be treated as responsive.

Administrative Officer (S&P)

# E-tender notice for "Hiring of security services on job contract"

#### Scope of work & duties to be performed

The ICAR-IISWC, Research Centre, Datia is located at Gwalior Road, Datia. The security services to be hired shall be deployed at the following locations :-

SI.	Security Point/	Shift in which security service	Remarks, if any
No.	Locations	to be provided	
1.	Security at Residential	Round the clock (Three shift -	Three security personnel
	Cum Office campus	5.00 am to 1.00 pm 1.00 pm to	(Gunman) for three shifts.
(single points)		9.00 Night, and 9.00 Night to	``´
		5.00 am	
2.	Main Gate and Office	one shift (09.00 Night to 05.00	One security personnel
	campus (single point)	am)	(civil) for one shifts.
Total 04 (eight) security personnel.			

#### Note:- i. Supervisory work to be attended within the above security personnel. ii. No separate payment for security supervisor/Reliever shall be made by the Institute.

#### i. Duties and Responsibilities of Security Agency & Personnel :-

- 1. Regulate access control on all security points, preventing tress-passing, unauthorized parking, squatting in the Institute campus as stated in this tender documents.
- 2. Prevent loss of life & property at each security points.
- 3. Check entry of all vehicles, private agencies/cable network operators/ vendors/ sales personnel/walkers etc. including nuisance elements such as mobs, stray animals, monkey & dogs, beggars etc
- 4. Maintain record of incoming and outgoing private vehicles and persons which are not possessing ICAR-IISWC Research Centre authority/Logo.
- 5. Patrolling on regular basis across the length and breadth of the entire area covered in this tender and report any unusual events in suspicious circumstances occurring in the area/campus. The guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed both inside and in the open all over the premises.
- 6. Whenever required interact with Local Police Authorities or PCR Van to seek Police assistance and to ensure complete safety of the Centre movable & immovable properties and residents of respective areas.
- 7. Submit daily report to the designated officers.
- 8. Check and keep the record of all incoming and outgoing material through proper challan/gate pass signed by the officer concerned of ICAR-IISWC Research Centre.
- 9. Prevent trespass in specified areas/offices in the Centre.
- 10. Regulate incoming and outgoing traffic at the gate and ensure that no vehicle is parked in front of the gates. Also ensure parking of authorized vehicles only at designated parking area.
- 11. Conduct regular security drills and mock rehearsals as required by the designated Security Officer of the Institute.
- 12. Assistance in hoisting of National Flags on Republic Day and Independence Day.
- 13. To ensure Proper locking/unlocking of all doors and windows, switching off lights, fans, air conditioners, heaters, room Coolers, water taps etc. and report the Security Incharge or officer concerned immediately.

- 14. To ensure that no unauthorized persons or vehicle get entry into the guarded premises in an irregular manner.
- 15. To ensure safe custody of keys as per directions of the Security Officer of the Institute.
- 16. To check pilferage and implement anti-theft measures.
- 17. Check/control/search staff engaged by any other contractor or person having access to the building.
- 18. To report unusual events in suspicious circumstances occurring in the area of premises.
- 19. To maintain complete record of visitors. The security guards deployed at Entrance Gate and Exit gate shall maintain a register and record the name and entry/exit timings of each visitor.
- 20. The above job(s) are only illustrative and not exhaustive. Additional jobs or modifications in the job purely for security purpose will be carried out /assigned with the approval of competent authority.
- 21. Any other job assigned by the Head/AAO/Security Officer or his nominee in the interest of Security of the Centre.

#### E-tender notice for "Hiring of security services on job contract"

#### Instructions to the Contractors & Main terms & conditions.

INVITATION OF ONLINE TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR OUTSOURCING THE CONTRACT FOR "HIRING OF SECURITY SERVICES ON JOB CONTRACT" AS PER SCOPE OF WORK FOR A PERIOD OF ONE YEAR AT IISWC, RC Datia WHICH IS EXTENDABLE FURTHER ONE YEAR SUBJECT TO SATISFACTORY PERFORMANCE OF THE SERVICES AND ON MUTUAL CONSENT.

From: Admn. Officer ICAR-Indian Institute of Soil & Water Conservation, Datia M.P.

То

Dear Sir(s),

Online Tenders are hereby invited by Director, Indian Institute of Soil & Water Conservation, Dehradun on behalf of Secretary, Indian Council of Agricultural Research (ICAR), New Delhi for "**Hiring of Security Services on Job Contract**" at ICAR-IISWC, RC, Datia as per scope of work for a period of one year which is extendable further one year subject to satisfactory performance of the services and on mutual consent.

- 1. The terms and conditions of the contract are those contained in the general conditions of contract applicable to the contracts placed by the IISWC as detailed in the tender 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 scope of work.
- 2. Bid Securing Declaration Form only must be attaché with the bid and a scanned copy of the same submitted alongwith Technical Bid. The original Bid Securing Declaration Form alongwith hard copy of technical bid is to be submitted by hand/speed/registered post to this office on or before schedule date of its submission failing which the bid shall be treated as unresponsive and rejected.. In case the successful bidder does not accept the offer, the legal procedure shall be done.
- 3. Conditional bids shall not be considered. No overwriting or cutting is permitted in the tender documents. Such bids will be out rightly rejected.
- 4. 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 fails to observe and comply with the foregoing stipulations the amount of EMD will be forfeited. In the event of the offer made by the tenderer not being accepted, the amount of EMD will be refunded to him after he has applied for the same in the manner prescribed by the IISWC.
- 5. Annexure/supporting document of the tender form should be uploaded with online bids. In the event of the space provided on the schedule form being insufficient for the required purposes, 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 tender form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter alongwith the tenders.

- 6. 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 are 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.
- 7. Firm cannot transfer/sub-let the tender/contract at any stage.
- 8. Average Annual financial turnover of the firm during last three years ending March, 2021 should be Rs.15.00 lakhs.
- 9. If a tenderer does not accept the offer, after issue of letter of award by IISWC within 15 (fifteen) days, the offer made shall be deemed to be withdrawn without any notice & earnest money shall be forfeited.
- 10. In case of partnership firms, where no authority has been given to any partner to execute the contract/ agreement concerning the business of the partnership, the tenders and all other related document 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 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 IISWC 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(s), if any, should be signatory in all tender/supporting documents.
- 11. The rates quoted by each firm for job/service contract in tenders be given both in words and figure failing which the same is liable to be rejected. Tenders will be opened online by the authorised officers. Bidders have two options to participate in tendering process at the time of opening of Bids. Bidders can come at the place of opening of bids (electronically) as done in the conventional tender process or he can visualize the process online without physically being present at IISWC.
- 12. Tenderer is 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 tender. Name and address of permanent representative of the tenderer, if any, may also be indicated.
- 13. Security Deposit: An amount of 3% of contract value as a security deposited by the selected agency/ successful tenderer only after receiving a communication from the IISWC,RC, Datia. In the event of non-deposition of the same, the earnest money will be forfeited and contract shall be cancelled. The performance security shall be returned to the firm after completion of contract period (including extendable period, if any) + 60 days.
- 14. No interest on security deposit and earnest money deposit shall be paid by the IISWC to the tenderer.
- 15. The Contractor will be reimbursed for each manpower deployed for security work at the minimum wages fixed and revised by the State/Central Govt. (whichever is higher) from time to time alongwith all statutory payments like EPF, ESI etc. and GST/taxes thereon.
- 16. The Contractor shall abide by all the laws of land including labour laws (PF, Income Tax, GST or any other extra taxes levied by Govt., welfare measure of its employees and all other obligation that is being instructed in such cases and are not essentially enumerated and defined herein. Any such

bounded duty shall be the exclusive responsibility of the service provider and it shall not involve ICAR-IISWC in anyway whatsoever. Compliance of these provisions shall be ensured at the times of making monthly payments.

- 17. Firm will not charge placement charges or any other account from the manpower deployed with the IISWC Research Centre. The contract is liable to be terminated, security deposit forfeited and the Contractor/Firm will be blacklisted if, at a later stage, reports are received that the Contractor/Contracting Firm has charged the manpower on any account.
- 18. Firm have to quote only the <u>Service Charges</u> per point per person in Rupee to be levied by them for providing the services in the prescribed financial bid format (BOQ). Service Charge shall be the primary criteria for selecting the firm. No change/revision whatsoever in service charges once quoted shall be admissible during the tenure of tender under any circumstances. In case of more than one successful lowest bidders (L-1), the criteria for selection shall be the highest turn over during the last 03 three years put together. In case more than one bid having the same total turn over, then the selection criteria shall be the maximum experience in government department.
- 19. GST or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and IISWC 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. of India shall be deducted at source from monthly bills of the successful tenderer, as per rules/ instructions made applicable from time to time by government.
- 20. 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.
- 21. Each bidder should submit only one bid for this tender.
- 22. Director, IISWC 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 and it is not mandatory to be communicated to the tenderer.
- 23. Decision of the Director, IISWC 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 in settlement dispute shall be referred to the sole arbitrator to be appointed by the Secretary, ICAR. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.
- 24. Acceptance of offer of successful bidder by the Institute will be communicated by fax/speed/registered post or any other form of communication.
- 25. Institute does not pledge itself to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders whole or in part keeping in view valid reasons. Conditional tenders will not be accepted.
- 26. Institute in its capacity as Principal Employer reserves the right to modify any of the terms and conditions of the contract as mentioned in this tender document, at its discretion, in the interest of the job work/public interest.
- 27. Successful Bidder/tenderer will have to enter into a detailed contract agreement with IISWC on nonjudicial stamp paper of Rs. 100/- (One hundred only) for work as per the specimen attached with the tender document.

# 28. The following document/vouchers are required to be uploaded with the Technical Bid in following manner:-

- ii. Scanned copy of Bid Securing Declaration Form
- iii. Scanned copies of Income Tax Registration (PAN Card), GST Registration Certificates.
- iv. Scanned copies of EPF and ESI Registration Certificate(s) issued by the appropriate authority.
- v. Scanned copy of valid Licence under the Contract Labour (Registration & Abolition) Act, 1970.
- vi. Scanned copy of valid registration certificate issued by National and Small Industries Corporation (NSIC), if applicable for exemption of EMD.
- vii. Scanned copy of valid licence under the Private Security Agencies (Regulation) Act, 2005 or the similar Act/Rules promulgated by the Govt. of Madhya Pradesh.
- viii. Scanned copy of a certificate issued by the firm showing the total monetary value of security services performed by the firm during last 5 (five) years.
- **ix.** Scanned copies of proofs of minimum last thee year's continuous experience of the firm in the field of providing such services in Central Govt. establishments/ autonomous bodies/corporations / reputed public or private organizations, with details in enclosed tabular form in chronological order and Scanned copies of the satisfactory services where the tenderer is providing the services for each of the last three or more financial years.
- **x.** Scanned copy of Audited Balance Sheet of the firm for last 3 (three ) financial years 2018-19, 2019-20 & 2020-21) by the Chartered Accountant.
- xi. Scanned copy of bank account details.
- xii. Scanned copy of an authority letter for seeking reference from the bidder's bankers, if required.
- **xiii.** The firm/agency must enclose a certificate indicating that there is no criminal legal suit pending or contemplated against it.
- **xiv.** An Undertaking as per attached Format duly attested by Notary on a non-judicial stamp paper of value of Rs.100/- (Rupees One Hundred Only) regarding their non-blacklisting by any of the Govt. Departments, Public Sector Undertakings and/or by Central Vigilance Commission during the last three years.

Yours faithfully,

Asstt. Admn. Officer For and on behalf of the Director ICAR-IISWC, Datia

#### Annexure-III

# ICAR-INDIAN INDIAN INSTITUTE OF SOIL & WAETR CONSERVATION Research Centre, Datia M.P.

#### E-tender notice for "Hiring of security services on job contract"

#### **General Terms & Conditions**

Besides the terms & conditions mentioned in Annexure-II, the contract shall be further governed with the following terms & conditions :-

- 1. The number of security points/personnel may be increased or decreased, which will be intimated in due course of time while awarding the work order.
- 2. The selected agency shall provide efficient personnel for Security Services at ICAR-IISWC, RC, Datia strictly as per the charter of duty and terms and conditions mentioned in the tender document or assigned by the competent authority/Security Officer during contract.
- 3. The agency shall employ good, reliable & robust personnel and of clean record to carry out the job contract. In case any of the personnel so engaged by the agency is not found suitable by the IISWC, the IISWC shall have the right to ask for its replacement without giving any reason thereof and the agency shall on receipt of a oral or written communication in this regard will have to replace such persons immediately.
- 4. 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 their personnel with identity cards.
- 5. The agency shall also provide Communication Facilities, Transportation, Lathi, torch, uniform, whistle, reliever etc. at their cost for smooth functioning of Security Services.
- 6. The Agency shall provide name and mobile number of its authorized representative for communication for contract related complaints at any time during 24 hours.
- 7. All the concerned Agencies are advised to have a complete inspection/site visit of all the Research Centre before offering rates and they are all welcome for a survey of the area during working hours.
- 8. The deployed Security personnel shall be strictly punctual while reporting for duty and shall take proper charge from the staff on duty and he shall hand over the same to his authorized reliever at the end of his duty time as per "handing over taking over" protocol.
- 9. The tenderer shall invariably ensure the time bound confidential movement related to manpower
- 10. The Guard should be able to use fire extinguishers etc in case of fire.
- 11. The agency shall employ reliable persons preferably Ex-servicemen with good physique and health in the age group of 21 to 50 years.
- 12. The manpower deployed shall follow strict attendance and alternative arrangements are to be made by the agency whenever any of manpower goes on leave under intimation to Security Officer of the Institute.
- 13. The manpower provided shall maintain secrecy and discipline in the premises of IISWC Research Centre . The attire of the manpower should be formal and decent and not in violation of office decorum. Any deviation will be viewed seriously and liable to penalty as deemed fit by the Institute.
- 14. The manpower deployed shall be capable of reading and writing Hindi and English.
- 15. Contractor shall keep a complaint register with his representative, and it shall be open to verification by the authorized officer of IISWC Research Centre for the purpose. All complaints should be immediately attended to by the Agency.
- 16. Contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
- 17. Contractor shall replace immediately any of its personnel who is found unacceptable to IISWC because of conflict of interest, incompetence, improper conduct etc. upon receiving a notice from IISWC.
- 18. No association/trade union activities will be allowed by the manpower supplied by the agency.

- 19. Changing of manpower shall be intimated to Security Officer.
- 20. The agreement is terminable with one month notice from Institute. If the contractor wants to rescind the contract voluntarily or otherwise, it may require to give a notice of atleast three months failing which the amount of security deposit including any other dues arises for making alternate arrangement till the new contract is assigned to the other party will be recovered from the contractor.
- 21. The personnel deployed by the contractor shall not be entitled to and have no claim for any absorption in the regular/otherwise capacity in Institute as the contract is purely on job contract.
- 22. The contractor shall in no case pay its employees less than the minimum wages as notified by the by Central or State Govt., whichever is higher and payment for all National Holidays for all dates payments must be provided to manpower by the firm itself.
- 23. The reimbursement of mandatory and statutory dues i.e. minimum wages, EPF, ESI, GST etc. shall be made by the Institute on prevailing rates prescribed by the government. The interest of the service provides shall be only the service charge on per point per person basis.
- 24. The monthly attendance sheet of all the security personnel should be attached by the contractor with its monthly bill.
- 25. In case service provider fails to make any statutory or contractual payment, then the IISWC shall have the right to realize this amount from the Security deposit/monthly payable amount to the Contractor and deposit to the concerned authorities.
- 26. The personnel so provided by the agency under this contract will not be the employees of the Institute/Centre and there will be no employer-employee relationship between the Institute/Centre and the persons so engaged by the contractor in the aforesaid services. They shall be employees of the contractor for all purposes.
- 27. In the Financial Bid, the tenderer shall indicate only the service charges on per point per person basis for providing security services under this contract. No request for alteration in the service charges once quoted will be entertained within the contract / extended period. The total cost of tender would be all mandatory costs as indicated in Annexure-VII A plus the service charge to be quoted by the firm for providing the services.
- 28. The contractor will discharge all his legal obligations in respect of the workers/ supervisors 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, provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the Institute 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 Secretary, ICAR shall be final and binding on the contractor.

#### 29. Income tax/TDS in respect of contractor will be deducted as per rules applicable from time to time. So while quoting service charge the contractor may keep it in mind.

- 30. The manpower should not leave their points unless and until the next shift personnel comes. The personnel engaged by the agency shall be available all the time as per their duty roster, which agency has to prepare in consultation with Security Incharge and they shall not leave their place of duty without the prior permission of the Security Incharge of the IISWC Research Centre, Datia (Madhya Pradesh). Adequate supervision will be provided by the Security Incharge or any other nominated personnel.
- 31. **Risk Clause:** IISWC reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by raising a separate claim.
- 32. The contractor shall be solely responsible for the redressal of greigvances/resolution of dspute related to personnel deployed and Institute shall in no way be responsible for settlement of such issues whatsoever.
- 33. The service provider will furnish to the Institute the full particulars of the personnel deployed including details like name, father's name, age, photograph, permanent address, telephone numbers, copies of voter/adhar card etc. and will also ensure the verification of the antecedents from appropriate authority/police.
- 34. The personnel deployed for security services shall be under the direct control and supervision of the contractor/ agency. However, they shall comply with the oral and written instructions given on day to day basis, by the officer(s) authorized by the IISWC Research Centre, Datia (Madhya Pradesh) /Security Inchage from time to time. They will be bound by office timings, duty, placement, locations etc. as decided by the IISWC Research Centre, Datia (Madhya Pradesh).

- 35. The contractor/agency shall make payment of monthly remuneration/wages to its deployed guards/personnel before **7**<sup>th</sup> of every month by cheque/RTGS in presence of an authorized representative of the Institute. After making the payment, the Contractor shall raise the monthly bill to the IISWC for payment of the settled amount. He will submit to the IISWC a copy of the payment vouchers duly signed by the workers for each month alongwith copy of challans & ECR for deposition of EPF and ESI contribution of each deployed guards as well as copy of challan through which GST/service tax etc. deposited by the Contractor/Agency.
- 36. Any loss, theft or damage to the life and/or property of the employees of the IISWC Research Centre, Datia (Madhya Pradesh) and/or property of the IISWC Research Centre, Datia (Madhya Pradesh) shall be compensated by the contractor/agency if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the personnel deployed by the contractor/agency. In case of breach of any terms and conditions attached to this contract, the security deposit of the contracting agency will be liable to be forfeited by the Institute besides annulment of the contract.
- 37. The terms and conditions as stipulated in the tender document and enclosed herewith shall be automatically part of the agreement which shall be executed between IISWC and the successful bidder/contracting agency.
- 38. Besides the minimum wages, EPF, ESI, GST etc. to be reimbursed by the Institute on prevailing rates, the service charge to be quoted by the firm should be inclusive of all other expenses required for <u>supervision of security personnel</u>, <u>Reliever</u>, <u>day to day service viz</u>. <u>transportation</u>, <u>lathi, torch, uniform, whistle, communication facility, reliever charges, firm's commission etc</u>. So while quoting the service charge this aspect should be kept in mind.
- 39. Service charges, to be quoted by the Bidder, shall remain firm/unchanged during the entire contract/extended period and no request, on whatsoever ground, shall be considered for any increase in the service charges.
- 40. If any information/documents as desired in the tender document is not provided/attached with the tender document, the tender bid shall be treated as unresponsive and will be rejected.

#### LIQUIDATED DAMAGES CLAUSES : -

- 1. In case of non-satisfactory work noticed by the Competent Authority, IISWC, an amount equivalent to two days of contract amount subject to a minimum of Rs. 2500/- will be levied as liquidated damages per day apart from penalty. Whenever and wherever it is found that the work is not up to the mark in specified point /area it will be brought to the notice of the supervisory staff of the firm by ICAR and if no action is taken within two hour liquidated damages clause will be invoked.
- 2. If the number of guards are found less than the minimum required under the contact a penalty of that days dues payable on such guards for the days of absence shall be deducted from the bill.

Not with-standing anything above, the Director, IISWC reserves the right to reject any or all tenders in whole or in part without assigning reasons therefore. The decision of Director, IISWC shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

Asstt. Administrative Officer ICAR- IISWC, RC, Datia

#### Annexure-IV

# ICAR-INDIAN INDIAN INSTITUTE OF SOIL & WAETR CONSERVATION Research Centre, Datia M.P.

#### E-tender notice for "Hiring of security services on job contract"

# TENDER FOR OUTSOURCING THE CONTRACT FOR "HIRING OF SECURITY SERVICES ON JOB CONTRACT" AS PER SCOPE OF WORK FOR A PERIOD OF ONE YEAR AT IISWC, RC, Datia WHICH IS EXTENDABLE FURTHER ONE YEAR SUBJECT TO SATISFACTORY PERFORMANCE OF THE SERVICES AND ON MUTUAL CONSENT.

Full Name & Address of the tenderer in addition to Post Box No., if any, should be quoted in all communications to this office :

Telephone No. :

Telegraphic Address/FAX/ Cellular No: E-Mail Address : From\_\_\_\_\_

To,

The Head ICAR-IISWC, RC, Datia

I/We have read all the particulars regarding the general information and other terms and conditions of the contract for "Hiring of Security Services on job contract" and agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in Financial Bid to this Tender and I/we agree to hold this offer open till 90 days. The rates quoted will be valid for a period of one year or the period of extension of contract in the event of award/extension of the Contract. I/We shall be bound by a communication acceptance dispatched within the prescribed time.

I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.

- a. The following pages have been added to and from a part of this tender \_\_\_\_
- b. Every page so attached with this tender bears my/our signature(s) and the office seal.

Yours faithfully

Signature & Seal of the Tenderer Telephone No. Office..... Resi..... Mobile....

# E-tender notice for "Hiring of security services on job contract"

# UNDERTAKING

# ( to be submitted in Non-judicial stamp paper of Rs.100/- alongwith hard copy of technical bid)

I/We have read and understood general terms and conditions contained in the E-tender document of "Hiring of security services on job contract". I/We do hereby declare that all the details provided in this tender document are true to the best of my/our knowledge and belief and any misrepresentation of facts will render me/us liable to any action as may be deemed fit by ICAR-IISWC, Dehradun.

I/We do hereby also accept ICAR-IISWC, Dehradun have the right to accept or reject this tender and not to issue invitation to Tender to me/us.

I/We undertake to communicate promptly to ICAR-IISWC, Dehradun any changes in the condition or working of the firm. It is certified that we have not been blacklisted by any organization of Government of India including Central Vigilance Commission (CVC) in the last three years. The undersigned is fully authorized to sign and submit this application form on behalf of the organization, he/she represent. We authorize ICAR-IISWC, Dehradun to approach Individuals, employees, firm and corporations to verify our competence and general reputation.

Name & Signature of Authorized signatory .....

Seal of the firm.....

Full Address:	Full Address:	
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# E-tender notice for "Hiring of security services on job contract"

#### **Technical Bid**

SI.	Particular	Information/document
No		to be provide by the firm
1	Name of the Firm/Agency	
2	Full address with Post Box No. And Telephone No. if any	
3	Constitution of the Firm/Agency (Attached copy) Indian Companies Act, 1956 Indian Partnership Act, 1932 (Please give names of partners) Any other Act, if not, the owners	
4	For Partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender.	
i.	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 Tenders to refer dispute condemning business of the partnership to arbitration.	
ii.	If the answer to above is in point one and two 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 Public or its execution would be admitted by affidavit on a properly stamped paper by all partner	
5	Name and Full details of your Banker's	
6	Copy Permanent Income Tax No./Circle/Ward (Copies of PAN/TAN and Service Tax Registration to be uploaded)	
7	Copy of ESI/EPF valid registration certificate of the firm/valid Licence under the Contract Labour (Registration & Abolition) Act, 1970.	
8	Any other relevant information	
9	Bid Securing Declaration Form to submitted alongwith hard copy of Technical Bid before schedule end date & time)	Yes/No (alongwith details)
10	Name and Address of the Firm's Representative who will attend the meeting of opening of technical and financial bid	
11	Total turn over of last three years (year wise detail along with supporting documents)	
12	Name of the Permanent Representative to be visiting ICAR-IISWC, Datia regarding the contract	
13	Copies of supporting document required in <b>Annexure-I</b> and all document mentioned in technical bid form are attached.	Yes/No

All the documents related to Part-A & B of Technical Bid must be kept in the separate sealed cover envelop superscribed as Technical Bid. All supporting documents of Technical Bid should contains seal and signature of authorized signatory. If these documents are not found attached with technical bid, the tender shall be treated as unresponsive and will be rejected.

Date:\_\_\_\_\_ Place : \_\_\_\_\_

Authorised Signatory

# Annexure-VI Part-B

# ICAR-INDIAN INDIAN INSTITUTE OF SOIL & WAETR CONSERVATION Research Centre, Datia M.P.

# E-tender notice for "Hiring of security services on job contract"

# Details of the Minimum 3 years experience/work done.

SI No.	Name of the Deptt./Organisation & Name of contact Person with Ph.No.	Per	iod	No. of Staff deployed	Remarks
		From	То		

(Authorised Signatory)

# Annexure-VII Part-A

# ICAR-INDIAN INDIAN INSTITUTE OF SOIL & WAETR CONSERVATION Research Centre, Datia M.P.

# E-tender notice for "Hiring of security services on job contract"

# FINANCIAL BID

i. Registered Address	:- :-
ii. Telephone No.	:-
iii. Address of operating Branch Address in Dehradun	:-

iv. Contact Person with contact number (duly authorized) :-

Sir,

We wish to submit our tender for providing security services purely on contract basis at ICAR-IISWC, Research Centre, Datia (Madhya Pradesh) on the following rates :-

SI. No.	Particular	Per month charge
1.	<b>Monthly service charge for per security point per shift</b> basis in Rupees (figures & words) over and above the total	( <b>U</b> )
	consolidated charges as given in item No.1 to 3 & 5 in <b>Annexure-VII-B</b> of the tender document for providing security/watch & ward services at Research Centre, Datia (Madhya Pradesh).	Rupees (in word)

I/we have gone through the complete tender document, terms & conditions etc. and quoting above rates.

I/we agree to forfeit the earnest money, if I/we fail to comply with any of the terms & conditions in whole or in part laid down in the Tender document.

I/we have carefully read the terms & conditions of the tender and agreed to abide by these in letter and spirit.

Name & Signature of Authorized signatory ..... Seal of the firm Full Address: .....

# E-tender notice for "Hiring of security services on job contract"

Schedule of payment to be made by the Institute to the contractor for hiring of security/watch & ward services at ICAR-IISWC, RC, Datia on contract basis

SI. No.	Particulars of mandatory payment which will be borne by the Institute as per prescribed rates	Remarks
1.	Minimum wages as prescribed by the Govt. of India/Madhya Pradesh State whichever is higher and revised from time to time	The firm may pay the prescribed minimum wages/ revised rates of minimum wages to the security personnel through cheques/RTGS and charge it in the monthly bill by submitting a copy of payment made to the security personnel.
2.	EPF as per prevailing rates	The firm may charge the EPF in its monthly bill and deposit the same as per rules in the EPF account of deployed personnel and submit copies of challan/receipt alongwith next month's bill.
3.	ESI as per prevailing rates	The firm may charge the ESI in its monthly bill and deposit the same as per rules in the ESI account/office of ESI and submit copies of challan/receipt alongwith next month's bill.
4.	Service charge	The firm may charge service charges in its monthly bill as per the rates quoted by the firm in its financial bid. ( <u>Reference of point No.38 of General Terms &amp;</u> <u>Conditions may be taken care of before quoting</u> service charge to avoid any ambiguity).
5.	GST as per prevailing rate	The firm may charge GST in its monthly bill as per prevailing rates on the consolidated amount i.e. total SI.No.1 to 4 and deposit the same in concerned government office and submit a copy of its receipt/challan alongwith next month's bill.

#### Annexure-VIII

#### **DRAFT SPECIMEN AGREEMENT**

Whereas the IISWC has decided to assign the annual contract for providing...... (nature of job) :.....at IISWC, RC, Datia to the firm on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows :-

- 1. This agreement shall come into force w.e.f. ......(date)...... and will remain in force for a period for one year or the period of contract if extended on mutual consent but can be terminated by IISWC by giving one calendar months notice in writing of its intentions to terminate the agreement.
- 3. The firm will provide full particulars of every worker deployed by it for providing the services and gate security purposes and get their character and antecedents verified from the police authorities.
- 4. All security personnel personnel posted at the centre's premises shall at all times and for all purposes be deemed to be employees of the firm and the IISWC shall have no liability on this account in any manner.
- 5. That the Firm shall ensure that all persons deployed at IISWC RC premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
- 6. The IISWC shall have the right to ask for the removal from the centre's premises any personnel considered by them to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the IISWC.
- 7. The security personnel deployed by the agency should work as per the working days and timings of the IISWC RC, Datia and the working shift for which contract is awarded. No extra wages will be paid for attending office on weekends, holidays and late -sitting.
- 8. Wages to be paid to the contractual manpower will be as per Minimum Wages prescribed by Govt. of Indian/Govt.of Madhya Pradesh, whichever is higher.
- 9. Monthly consolidated charges for job/ work contract for providing .....services at IISWC RC, Datia is as per terms and conditions specified and scope of work as per Annexure-I in the tender document including all the statutory charges such as EPF, ESI etc. and all taxes viz. GST etc. as applicable will be paid to the firm by the Institute. The firm will raise a bill of this amount as per terms & conditions of the tender document and the payment released by the Institute in the form of crossed cheque payment/online payment/RTGS whatever is feasible to the firm subject to satisfactory performance / delivery of contracted job / work/ services. Copies of documents such as deposit challan alongwith list of persons showing deposit of ESIC, EPF, GST with the concerned agencies are also to be deposited with the bill.
- 10. The deduction of income tax/TDS from the bills of the agency will be made at source as per rates applicable from time to time.
- 11. In case of dispute between the parties, the matter shall be referred to the sole arbitrator appointed by the Secretary, ICAR. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties. Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.
- 12. That the firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
- 13. That in case the firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, IISWC shall cancel the contract.

- 14. That the firm agrees to discharge all their legal obligations in respect of their workers in respect of their wages and services 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. obligations under Contract Labour (Regulation & Abolition) Act. 1970, Employees Compensation Act, 1923, EPF., ESI & MP Act, 1952 etc. Firm agrees to indemnify and keep indemnified the IISWC on account of any failure to comply with the obligations under various laws or damage to IISWC due to acts/omissions of Firm.
- 15. It is also agreed that under no circumstances, the employees/ workmen of the firm shall be treated, regarded or considered or deemed to be the employees of the IISWC and the firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the IISWC against any claim that it may have to meet towards the employees/ workmen of the firm. Firm's employees/workmen shall have no claim to absorption/ regularization.
- 16. The contract is subject to the conditions that the firm shall comply with all the laws and bye-laws of Central Govt./ State Govt. as applicable relating to this contract.
- 17. In case of any loss or damage to the property of the Institute which is attributable to the firm, the full damages will be recovered from the firm as decided by Institute.
- 18. The firm shall not transfer its right or sub-let contract to anyone else.
- 19. The firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligence and honesty.
- 20. Compensation to the workers in case of any accident, loss of life during discharge of their duties shall be borne by the firm and not by Institute in any manner.
- 21. The firm shall provide a Co-ordinator for immediate interaction with the organisation.
- 22. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.
- 23. The Service charges quoted by the Bidder, shall remain firm/unchanged during the entire contract/extended period and it shall not be increased at any stage.

#### LIQUIDATED DAMAGES CLAUSES : -

- 1. In case of non-satisfactory work noticed by the Competent Authority, IISWC, an amount equivalent to two days of contract amount subject to a minimum of Rs. 2500/- will be levied as liquidated damages per day apart from penalty. Whenever and wherever it is found that the work is not up to the mark in specified point /area it will be brought to the notice of the supervisory staff of the firm by ICAR and if no action is taken within two hour liquidated damages clause will be invoked.
- 2. If the number of guards are found less than the minimum required under the contact a penalty of that days dues payable on such guards for the days of absence shall be deducted from the bill.

Notwithstanding anything above, the Director, IISWC reserves the right to reject any or all tenders in whole or in part without assigning reasons therefore. The decision of Director, IISWC shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

(Name & Address of the firm)

Witness : -

Annexure-IX

# Bid Securing Declaration Form

Date:

Tender No.

To(Insert complete name and address

of the purchaser) I/We. The

undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) Have withdrawn/modified/amended, impairs or derogates from the tender, may /our Bid during the period of bid validity specified in the form of bid: or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (I) fail or reuse to execute the contract, if required or (II) fail or refuse to furnish the Performance Security, In accordance with the Instruction to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (I) the receipt of your notification of the name of the successful Bidder; or (II) thirty days after the expiration of the validity of my/our Bid.

Signed: shown)	(Insert signature of person whose name and capacity are
In the capacity of Securing Declaration) Name: Securing Declaration)	(Insert legal capacity of person signing the Bid (Insert complete name of person singing he Bid
	· · · · · · · · · · · · · · · · · · ·

Duly authorized to sign the bid for an on behalf of (Insert complete name of Bidder)

Dated on \_\_\_\_\_day of \_\_\_\_\_(Insert date of signing) Corporate Seal (Where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)