

Security Services Tender for the year 2018



**I.C.A.R.-INDIAN AGRICULTURAL STATISTICS RESEARCH INSTITUTE
LIBRARY AVENUE, PUSA, NEW DELHI-110012**

**I.C.A.R.-INDIAN AGRICULTURAL STATISTICS RESEARCH INSTITUTE
LIBRARY AVENUE, PUSA, NEW DELHI-110012**

F. No.11(42) /2017-Maint.

Dated: 06 Mar., 2018

INVITATION TO Online TENDER & INSTRUCTION CONTAINING TERMS & CONDITIONS GOVERNING CONTRACT FOR SECURITY SERVICES AT ICAR-IASRI MAIN CAMPUS AT PUSA & KRISHI NIKETAN STAFF QUARTERS AT PANCHIM VIHAR, NEW DELHI.

- A. Cost of Tender Form is **Rs.1,000/- (Rupees One Thousand only)**. In case of downloaded Tender form, the cost of Tender form shall have to be deposited in the form of D.D. along with the Tender document.
- B. Last date of sale of Tender Form is : 27 Mar., 2018 up to 02.00 PM
- C. Last date of receipt of Tenders in Office is : 27 Mar., 2018 up to 02.00 PM
- D. Tender to be opened at 2.30 PM on : 28 Mar., 2018
- E. The tender document is also available at our website: www.iasri.res.in

NOTE:

- 1. **The Director, ICAR-IASRI may at his discretion, extend this date by a fortnight and such extension shall be binding on Tenderers.**
- 2. **If the date up to which the Tender is open for acceptance is declared a holiday the Tenders shall be deemed to remain open for acceptance till the next working day.**

To

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Dear Sir(s),

Sealed Tenders are hereby invited on behalf of the Director, I.C.A.R.-I.A.S.R.I., New Delhi for contract of providing for security services at ICAR-IASRI main Campus, Pusa, New Delhi-12 and Krishi Niketan, Paschim Vihar Residential Complex, New Delhi on the following Terms & Conditions :-

- 1. Terms & 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-IASRI and the special Terms & Conditions detailed in the Tender Form and its Schedules. Please submit your rates in the Tender Form if you're in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.
- 2. An Earnest Money of **Rs.50,000.00 (Rupees Fifty Thousand Only)** must be deposited in the form of Demand Draft / Pay Order payable to the **DIRECTOR, I.A.S.R.I., NEW DELHI**. The particulars of the earnest money deposited must also be super scribed 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.

3. The Tenderer is being permitted to give Tenders in consideration of the stipulations on his part after submitting his Tenders; he will not resale from his offer or modify the terms & conditions thereof. If Tenderer fail to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by the Institute. In the event of the offer may by the Tenderer not being accepted the amount of E.M.D. by the Tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the Institute.
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. Overwriting/erasing in rates to be quoted by the Tenderer will not be allowed otherwise the Tenders may be rejected.
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 be partnership in which case he must have authority to refer to arbitration dispute concerning the business of the 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. If tenderer does not accept the offer, after issue of Letter of Award by ICAR-IASRI within 15 days, the offer made shall be withdrawn & Earnest Money will be forfeited.
7. 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 from 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, ICAR-IASRI shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. The Tenderer should sign each page of the Tenders and the Schedules to the Tenders and Annexure, if any.
8. The original copy of the Tender is to be enclosed in double cover. The Inner cover should be sealed. The outer cover should be super scribed **“Providing for security services at ICAR-IASRI main Campus, Pusa, and Krishi Niketan, Paschim Vihar Residential Complex New Delhi** with address of this Office and of the Tenderer. All Tenders should be sent by Regd. Post. Tenders to be hand delivered should be put in the Tender Box, which will be kept outside the Office of the Head of the Office, First Floor, Training & Administrative Block not later than **2.00 Hrs on 27 Mar., 2018.**
9. The rates quoted by each firm for Job / Service for providing the security services at ICAR-IASRI main Campus at Pusa, New Delhi and Krishi Niketan Paschim Vihar Residential Complex New Delhi contract in Tenders be given both in words & figures

failing which the same is liable to be rejected. 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 Tenders. Please also state the name and address of your permanent representative, if any.

10. Minimum wages would be given as per the rates approved by local govt./central govt. whichever may be higher under the Semi-skilled categories on per day basis. The weekly off will be granted to the security person and the Contractor will provide substitute in his place on weekly off day.
11. The agency shall be wholly responsible for making of monthly wages and other admissible allowances to the personnel deployed, as prescribed by the govt. of Delhi/ Central Govt. whichever is higher from time to time including the increased wages shall be payable to the personnel deployed for services. However, the institute will not make any extra payment except the quoted amount on account of increase in the minimum wages as prescribed by the Ministry of Labour, during the period of contract. Hence firms are advised to quote their price accordingly.
12. **The quantity shown in the schedule of Tender i.e. number of Guards may be increased or decreased depending on the requirement during contract period.**
13. ICAR-IASRI 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
14. Security Deposit of equivalent to **10%** of Contract Value, is to be deposited by the selected Agency/ successful Tenderer in the form of Demand Draft / Bank Guarantee for the contract, only after receiving a communication from the ICAR-IASRI In the event of non- deposition of the same, the Earnest Money will be forfeited.
15. No interest on Security Deposit/Earnest Money shall be paid by the ICAR-IASRI to the Agency/Contractor/ Tenderer.
16. The Service Tax or any other Tax which is as per the rule shall be the liability of the agency/contractor to deposit in concerned Department & T.D.S. shall be deducted at source from bill of the successful Tenderer as per the rule.
17. The bidder who quotes Nil service charges, shall be debarred for further consideration as per Order No.29(1)/2014-PPD. In case more than one agency reckoned as L-1 quoted, the preference will be given for more experience and high turnover. Qualifying bids will be evaluated with due weight age for parameter like experience, turnover etc. The decision of the Institute of this regard shall be final.
18. Decision of Director, ICAR-IASRI shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any on the contract will be settled at his level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, I.A.S.R.I. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.
19. Acceptance by the ICAR-IASRI will be communicated by FAX/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 / Express Letter etc. should be acted upon immediately. The contract will be initially for a period of **Two YEAR i.e. 365x2=730 days.**

20. The only one tender will be accepted from the each firm. If tender found to be from the sister's concerned having same ownership, all such Tenders of the same group, will be treated irresponsive and thus will be rejected.
21. The following Documents / Vouchers are required to be enclosed with Tenders form, which are the Terms & Conditions of the Tenders document: -
- a) **Relevant Registration Certificate** of the Firm under Govt. of NCT.
 - b) **Service Tax Registration/ GST Certificate** issued by the Government.
 - c) **Certified copy of the license for operating Security Services in N.C.T. Delhi** as per Delhi Private Security Agencies (Regulation) Rules, 2009 (vide Notification No. F.5/72/2005/hp-1/Estt./of Govt. of N.C.T. of Delhi).
 - d) **The Contractor/Agency must have a Registration with the Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall obtain the Labour License under this act.**
 - e) **Employees EPF Registration Certificate**
 - f) **Employees ESI Registration Certificate**
 - g) **Minimum 100 nos. (Staff / Supervisors) required with their ESI & EPF contributions. 100 nos. of Staff / Supervisors registered under ESI & EPF separately. Documentary proof of vouchers required and may be attached.**
 - h) **Minimum Turnover of the Firm less than Rs.50,00,000.00 (Rupees Fifty Lakh Only) during the last financial year.**
 - i) **Certified Balance Sheet of the Firm for last 3 year of the service contract by the Chartered Accountant.**
 - j) **Last Three Years continuous experience of the Firm in the field of providing such services in Central Govt. Establishment / Autonomous Bodies of G.O.I. / Corporation of G.O.I. / Reputed Public or Private Organizations (Provide details in enclosed tabular form).**
 - k) **Duly certified copies of the satisfactory services where the Agency / Contractor/ Tenderer is providing the service for the last 3 years.**

NOTE : ***A hard copy of the Technical Bids (to be sealed) may be submitted and put up in the Tender Box of ICAR-IASRI, New Delhi.***

Yours faithfully,

**ADMINISTRATIVE OFFICER, IASRI
For and on behalf of the Director**

TENDER FOR ANNUAL CONTRACT FOR THE SECURITY SERVICES AT ICAR- IASRI MAIN CAMPUS AT PUSA and KRISHI NIKETAN STAFF QUARTERS AT PASCHIM VIHAR, NEW DELHI

| | |
|--|--|
| <p>Full Name & Address of Tenderer in addition to Post Box No. if any, should be quoted in all communication to this office. Telephone Nos. :- Address/Fax/Cell No/Email address</p> | |
|--|--|

From :- _____

To
The Director,
ICAR-Indian Agricultural Statistics Research Institute,
Library Avenue, New Delhi-110012.

- I / We have read all the particulars regarding the General information and other Terms & Conditions of the contract for providing of the security services at ICAR-IASRI main campus at Pusa New Delhi and Krishi Niketan Paschim Vihar, New Delhi and agree to provide the services as detailed in the schedule herein or to such portion thereof as you ay specify. In the acceptance of the Tender at the rates given in Schedule-1 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 **Two Year** in the event of award of the Contract. I / We shall be bound by a communication acceptance dispatched within the prescribed time.
- I / we have understood these Terms & Conditions for the contract and shall provide the best services strictly in accordance with the requirement.
- The following pages have been added to and form a part of this Tender_____. The Schedules-I & II to accompany this tender, are at pages_____.
- Every page so attached with this Tender bears my signature and the office seal.
- P.O. / D.D. No._____ of Rs._____ (Rupees _____ Only) drawn in favour of the **Director, I.A.S.R.I., New Delhi** and payable at **New Delhi** is enclosed as Earnest Money required.

Yours faithfully,

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

Witness _____
Address-----
Occupation -----
Signature of witness to Mobile -----
contractor's signature -----
Address:-----

TECHNICAL BID**PART-1**

| Sl.No. | Particulars | Details | Page No. |
|---------------|--|----------------|-----------------|
| 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), | | |
| | a) Indian Companies Act,1956, | | |
| | b) Indian Partnership Act, 1932, (Please give names of partners) | | |
| | c) 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 of 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 Address of your Banker's | | |
| 6. | Registration number of the firm | | |
| 7. | ESI number of the firm | | |
| 8. | EPF number of the firm | | |
| 9. | Service Tax registration / G.S.T. number of the firm | | |
| 10. | Your Permanent Income Tax No. / Circle / Ward | | |
| 11. | Any other relevant information | | |

| PART-II | | |
|-----------------|---|-----------------|
| 1. | Earnest Money Deposited | Yes / No |
| PART-III | | |
| 1 | Relevant Registration Certificate of the Firm under Govt. of NCT. | |
| 2 | Minimum Turnover of the Firm less than Rs.50,00,000.00 (<i>Rupees Fifty Lakh Only</i>) during the last financial year. | |
| 3 | Last 3 Years continuous experience of the Firm in the field of providing such services in Central Govt. Establishment / Autonomous Bodies of G.O.I. / Corporation of G.O.I. / Reputed Public or Private Organizations (<i>Provide details in enclosed tabular form</i>). | |
| 4 | Certified Balance Sheet of the Firm for last 3 year of the service contract by the Chartered Accountant. | |
| 5 | Duly certified copies of the Satisfactory Services where the Agency / Contractor/ Tenderer is providing the service for the last 3 years. | |
| 6 | Employees EPF Registration Certificate | |
| 7 | Employees ESI Registration Certificate | |
| 8 | Minimum 100 nos. (<i>Staff / Supervisors</i>) required with their ESI & EPF contributions. 100 nos. of Staff / Supervisors registered under ESI & EPF separately. Documentary proof of vouchers required and may be attached. | |
| 9 | The Contractor/ Agency must have a Registration with the Contract Labour (<i>Regulation and Abolition</i>) Act, 1970. The contractor shall obtain the Labour License under this act. | |
| 10 | Service Tax Registration/ GST Certificate issued by the Government. | |
| 11 | Certified copy of the license for operating Security Services in N.C.T. Delhi as per Delhi Private Security Agencies (Regulation) Rules, 2009 (vide Notification No. F.5/72/2005/hp-1 /Estt./of Govt. of N.C.T. of Delhi). | |
| 12. | Name & Address of the Firm's representative and whether the firm would be representing at the opening of the Tenders. | |
| 13. | Name of the Permanent Representative to be visiting ICAR-IASRI regarding the contract. | |

Date: Place:

AUTHORISED SIGNATORY

* Please add supplementary pages to be numbered wherever needed by the Tenderer.

GENERAL INFORMATION AND OTHER TERMS & CONDITIONS OF THE CONTRACT FOR PROVIDING OF SECURITY SERVICE AT ICAR-IASRI MAIN CAMPUS AT PUSA NEW DELHI AND KRISHI NIKETAN STAFF QUARTERS AT PASCHIM VIHAR NEW DELHI .

SCOPE OF WORK

The work providing of security services at ICAR-IASRI Main campus at Pusa New Delhi (16 Acres) and Krishi Niketan Staff Quarters at Paschim Vihar, New Delhi (2 Acres) shall have to be undertaken without causing any damage at the ICAR-IASRI properties. In case ,any damage is caused by the workers /guards deployed by the contractor to do the work of maintenance of security at ICAR-IASRI Main Campus at Pusa, New Delhi (16Acers) and Krishi Niketan Staff Quarters at Paschim Vihar, New Delhi , the contractor shall make the same good. The agency shall also to ensure that there is no theft of the moveable/ immovable property Main Campus at Pusa New Delhi and Krishi Niketan staff quarters at Paschim Vihar, New Delhi. In the case any such theft occurs, the responsibility for the same shall rest with the agency and the agency shall have to make good the loss caused to the ICAR-IASRI or Residents of Krishi Niketan, Paschim Vihar, on account of such theft. For this purpose, the agency shall keep strict vigil on all entry point with a view to preventing entry of unscrupulous elements into the Complexes, Parking lot and surrounding area are also required to be manned properly. The entire open area and the built up area in all the buildings 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 the building /campus while quoting their rates must keep in mind that following point must be round the clock .

ICAR-IASRI MAIN CAMPUS (PUSA, NEW DELHI)

| Venue | No. of Guard | Particulars |
|--|---------------------|---|
| Main Gate of I.A.S.R.I. | 06 | Two guards each for eight hours shift normally commence from 06.00 hrs to 14.00 hrs., 14.00 hrs to 22.00 hrs and 22.00 hrs to 06.00 hrs i.e. morning/evening and night shift round the clock. |
| Sukhatme Hostel & I.T.H. | 03 | One guard each for eight hours shift normally commence from 06.00 hrs to 14.00 hrs., 14.00 hrs to 22.00 hrs. and 22.00 hrs to 06.00 hrs i.e. morning/evening and night shift round the clock. |
| Training–Cum-Admn. Block | 02 | Two guards for eight hours shift normally commence from 06.00 hrs to 14.00 hrs., 14.00 hrs to 22.00 hrs. |
| Computer building | 03 | One guard each for eight hours shift normally commence from 06.00 hrs to 14.00 hrs., 14.00 hrs to 22.00 hrs. and 22.00 hrs to 06.00 hrs i.e. morning/evening and night shift round the clock. |
| Patrolling of campus | 01 | One guard for eight hours (9.00 AM to 5.00 PM) ICAR-IASRI Campus Area including residential Quarter, Pusa, New Delhi. |
| Locking and Unlocking the all Institute's buildings | 01 | One guard for unlocking the building at 7.30 AM and locking the building from 4.30 PM to onwards. |
| Krishi Niketan Staff Quarters, Paschim Vihar, New Delhi | 03 | One guard for eight hours shift normally commence from 06.00 hrs to 14.00 hrs., 14.00 hrs to 22.00 hrs. and 22.00 hrs to 06.00 hrs i.e. morning/evening and night shift round the clock. |

MAIN GATE AND INTERNAL AREA:

ICAR-IASRI Main Campus

- Main Entrance Gate of the premises to be managed for 24 hours with Two guards each for Eight hours shift normally commence from 06.00 hrs. to 14.00 hrs., 14.00 hrs. to 22.00 hrs. and 22.00 hrs. to 06.00 hrs. i.e. morning/evening and night shift round the clock.
- All Necessary entry has to be made in the visitor/vehicle register kept for the purpose and all required and necessary document has to be obtained at the time of entry or exit as directed by In-Charge (*Maint.*)/ Caretaker.
- Parking lot and surrounding area have to be managed/manned properly from 9:00 AM to 5:00 PM with the help of Patrolling Guard.
- Unlocking of the buildings in the morning before 8:00 AM and locking work of building in the evening hours to be carried out in case of emergency with order/permission of A.O. (*Maintenance*) by the security staff of the contractor under the supervision of caretaker.
- Terms Condition and Charter of duty for security services to be followed.

Sukhatme Hostel & I.T.H.

- Main Entrance Gate of Hostel (*Sukhatme*) and common area between Hostel and ITH these buildings to be managed by One guard each for Eight hours shift normally commence from 06.00 hrs to 14.00 hrs., 14.00 hrs to 22.00 hrs. and 22.00 hrs to 06.00 hrs i.e. morning/evening and night shift round the clock.
- Visitors register of hostel has to be maintained as per instruction of authority.
- Parking lot and surrounding area have to be managed/manned properly from 9:00 AM to 5:00 PM.
- Terms Condition and Character of duty for security services to be followed.

Training –Cum Admn. Block (New Building) :

- Main Entrance Gate of Trg.-cum Admn. Block buildings to be managed by One guard each for Eight hours shift normally commence from 06.00 hrs to 14.00 hrs., 14.00 hrs to 22.00 hrs.

Computer Building

- Main Entrance Gate of the building to be managed by One guard for Eight hours shift normally commence from 06.00 hrs to 14.00 hrs., 14.00 hrs to 22.00 hrs. and 22.00 hrs to 06.00 hrs i.e. morning/evening and night shift round the clock.
- Entry/Exit of person/equipment/material in the building must be managed as per the instruction given to security person by authority/caretaker time to time.
- Visitors register to be maintained.
- Terms Condition and Charter of duty for security services to be followed.

KRISHI NIKETAN CAMPUS

- Main out gate of Krishi Niketan Campus to be managed/manned for 24 hours.
- Visitors Register to be maintained properly.
- Parking lot of campus have to be managed/manned properly.
- Guard on night duty has to take round of the campus after 11.00 PM onward in regular interval.
- Terms Condition and Charter of duty for security services to be followed

Note: Additional guards have to be deployed during the important meeting / Seminars at the office as and when required. No extra payment will be made on this account.

TERMS & CONDITIONS:

1. Initially the term of contract will be for TWO Years i.e. (365 x 2 = 730 days) for 19 guards. The number of Guards may be increased or decreased depending on the requirement during contract period. On the expiry of the contract or on its termination, The ICAR-IASRI reserve the right to renew the contract on monthly/yearly basis on the terms and condition that may then be mutually agreed upon.
2. Lump sum rate may be quoted **Per Guard/Per day** for 365x2 days with considering any charge in wages rate during the Contract period.
3. After physical inspection of the site, very detailed assessment, requirements of security personnel for providing security services at the ICAR-IASRI main campus at Pusa, New Delhi and Krishi Niketan staff quarters at Paschim Vihar, New Delhi shall have to be furnished along with the Tender. However ,the tenders should indicate only the lump-sum amount in respect of all the services covered under this contract. No request for alteration in the rates once quoted will be permitted within Two year (365 x 2 = 730 days).
4. In accordance with O.M.No 29(1)/2014-PPD dated 28.1.2014, If a firm quotes NIL charges/consideration the bid shall treated as unresponsive and will not be considered. While in a separate clarification issued by Ministry of Commerce & Industry vide their letter no.31/14/1000/2014-GA dated 17-9-2017, It has been mentioned that the quotations offered over and above the minimum wages of the Central Govt./State Govt. (*as applicable*) pertaining to Service Charges/Administrative Charges quoted by the bidder necessarily has to be over and above 0%(Zero percent). Further zero percent included all derivatives of 0.0 up to 0.9999 and thereof. Any service charge not adhering to the above guidelines should be considered unresponsive and such not be considered.
5. The Director, ICAR-IASRI reserves the right to reject any or all Tenders in whole or in part without assigning any reasons therefore. **The decision of Director, ICAR-IASRI shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.**
6. Necessary enlisting/police verification of the firm and its worker is also required.
7. **MODE OF PAYMENT:** Payment for service contract will be made monthly upon submission of pre-receipted bill. The agency shall submit monthly bill for the job during the preceding month along with proof of contribution made for E.S.I./E.P.F. and Service Tax paid for the man power provided to the institute. The institute shall make payment by means of through R.T.G.S. credited directly in the account of the agency. However taxes which are as per the rules of govt. of NCT of Delhi/Central/ State Govt. shall be deducted at source from monthly bills of the successful Agency/ Contractor/ Tenderer, as per rule.
8. Income Tax/GST will be deducted from the payments due for the work done as per rule.
9. **TERMINATION:** This contract can be terminated with one month's notice on either side and that any notice required to be served shall be sufficiently served on the parties if delivered to them personally or dispatched by the address herein given under registered post. The ICAR-IASRI will have no responsibility for any loss/damage caused to them. This also cannot be challenged through any court of law.
10. **LOSS AND DAMAGE:** The contractor will discharge all his legal obligations in respect of the workers/guards 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 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 loss or damage done to property of ICAR-IASRI by the personnel provided by the agency/ contractor for security duties at

- ICAR-IASRI main Campus or Krishi Niketan Staff Quarters, Paschim Vihar, full damage will be recovered from Agency/Contractor. In this case, decision of Director, ICAR-IASRI shall be final and binding on the agency/contractor.
11. The rates to be quoted should include cost of each and every item including transportation cost, manpower cost, relieving charges, service charges, equipment cost etc. ICAR-IASRI shall not bear any extra charge on any account whatsoever i.e. EPF contribution, Uniform, Liveries, OTA etc.
 12. The selected agency shall provide the necessary personnel for at ICAR-IASRI as per Labour Act prevalent in NCT of Delhi. The agency shall employ good and reliable person with robust health of **age group 21-45 years**. In case any of personnel provided is not found suitable by the I.C.A.R.-I.A.S.R.I.. The ICAR-IASRI shall have the right to ask for his replacement without giving any reason thereof and the agency shall on receipt of written communication will have to replace such person immediately. Employment of child labour may lead to the termination of the contract.
 13. All the security persons deployed will perform their duty in the **Uniform** with color specification and pattern approved by ICAR-IASRI and will maintain a smart turn out. Uniform (Summer/Winter) should be supplied by the agency/contractor to the workers at his own cost with **Identity Cards**.
 14. The staff provided should be capable of reading and writing **Hindi and English** with minimum qualification of middle standard and must be physically fit.
 15. **The agency/contractor shall provide Lathi, Whistles, Torch Light, Metal Detector, Vehicle Mirror etc. for smooth functioning of Security Services.**
 16. The staff providing should also maintain secrecy and discipline in the premises of Institute.
 17. The staff provided by the agency should follow strict attendance and alternate arrangements are to be made by the agency when ever any staff does not report on duty.
 18. The contractor shall keep a complain register with his supervisor and it shall be open to verification by the authorized officer of ICAR-IASRI for the purpose. All complaints should be immediately attended to by the agency.
 19. The agency/contractor **SHALL NOT SUBLET** the assigned contract.
 20. The agency/contractor or his worker shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
 21. The person so provided by the agency under this contract will not be the employee of ICAR-IASRI and there will be no employer/employee relationship between the ICAR-IASRI and the person engaged by the contractor in the aforesaid services.
 22. The Security Guards should not develop social relationship with ICAR-IASRI staff.
 23. They should not leave their points unless and until the reliever comes for shift duties, supervisor will maintain all the registers, which are kept at concerned Section. Shift of more than 8 hours will not be allowed for any person deployed for security.
 24. **No Guard will allowed to perform DOUBLE DUTY.**
 25. Security Guards should not give lenient or casual impression in the duties and they should be alert and attentive.
 26. The Security Guards should not allow any visitor/vender/contractual staff inside the premises without proper entry in the visitors register.
 27. Entry and exit of all vehicles should be made in the register. Any type of vehicle carrying goods / equipment/material should not be allowed in or out without proper gate pass.
 28. All the vehicles are to be parked in the designated parking area only.
 29. Guards should observe the movements of all staff, contractual staff, laborer, visitors etc.
 30. Changing of Staff /Security Supervisor / Security Guards should be intimated to the Caretaker/AAO/AO.

31. The contract is subject to the condition that the agency/contractor/tenderer will comply with all the laws and acts of Central Govt./ State Govt. relating to this contract made applicable from time to time.
32. The agency shall be wholly responsible for making payment of monthly wages and other admissible allowances to the personnel deployed, as prescribed by the Govt. of Delhi/Central Govt. whichever is higher from time to time including the increased wages shall be payable to the personnel deployed for services. However, the institute will NOT make any extra payment except the quoted amount on account of increase in the minimum wages as prescribed by the Ministry of Labour, during the period of contract. Hence firms are advised to quote their price accordingly.
33. Monthly charges will include the wages to be paid to the security guards/ supervisors, service charges and other taxes as detailed in the financial bid for providing of security services at ICAR-IASRI, New Delhi-12 & Krishi Niketan, Paschim Vihar, New Delhi-63 as per terms and conditions specified and scope of work in the tender document. This payment includes all statutory payment/ charges such as ESI, EPF and Payment of bonus Act all the statutory taxes viz. Service tax/ GST/ other taxes as applicable from time to time. However, if during the period of contract, as and when the minimum wages for Delhi/Central Govt. are revised by the Labour / Government Department, the rates payable for the manpower shall be revised to the new wages. Revised rates shall be applicable only from the month, the agency submits the revised minimum wages letter from the authorities. The sole responsibility of the service provider to discharge all legal obligations viz minimum wages, ESI, EPF, Bonus etc. to its workers, no responsibility lies on part of office.
34. Delay in Payment/ Salary/Monthly wages of security guards can reduce the performance in their duties hence Contractor has to made payment/Salary of security guards deployed by cross check, on or before 7 day of the next month in presence of officer appointed by ICAR-IASRI authority, on the basis of minimum wages.
35. **Risk Clause:** ICAR-IASRI 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 work 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.

LIQUIDATED DAMAGES CLAUSE :

1. An amount equivalent to two days of contract amount, subject to a minimum of Rs.1,000/- will be levied as liquidated damage per day. Whenever and wherever it is found that the work/services are not up to the mark in any section stated in the tender document/terms and conditions, it will be brought to the notice of the supervisory staff of the firm by the Institute and if no action is taken within one hour liquidated damages clause will be invoked.
2. Any misconduct/misbehavior on the part of the manpower deputed by agency will not be tolerated and such person(s) will have to be replaced immediately otherwise damage charges will be levied.
3. If the required number of Workers / Supervisor are less than the Minimum required, as a penalty of **Rs.1,000/- (Rupees One thousand only)** Per Worker Per Day will be deducted from the Bill.
4. Delay of payment/wages to the guards/supervisor, minimum Rs.500/- will be deducted per guard per day from the concerned monthly bill.

| CHARTERS OF DUTIES FOR SECURITY SERVICES AT I.C.A.R.-I.A.S.R.I. | |
|--|---|
| S.No. | DETAILS |
| 1. | Ensure proper locking / unlocking of all doors and windows and report the Caretaker and Office concerned immediately. In case of emergency, Immediately contact to Concerned Officer. |
| 2. | Ensure that no unauthorized person or vehicle get entry into the guarded premises in a irregular manner. |
| 3. | To regulate traffic and ensure proper parking of vehicles. |
| 4. | Conduct regular patrol along the specified beats. |
| 5. | No stray cattle get access to the guarded area. |
| 6. | To check pilferage and implement anti theft measures. |
| 7. | Checked and keep the record of all outgoing material through proper Gate Pass signed by the authorized officer of the Institute. i.e Admn. Officer/ Asstt. Admn. Officer, Maintenance Section obtain the copy of proof of incoming materials through individual/public transport. |
| 8. | Check/ control/ search staff engaged by any other contractor or person having access to the building. |
| 9. | Be conversant with the location of fire alarm switches and hydrant and fire extinguisher and operate them in case of need and assist the fire brigade their operation. |
| 10. | Allow no un-authorized persons except the staff member's with the permission of competent authority in the guarded area. |
| 11. | To maintain complete record of visitors. |
| 12. | To maintain record of incoming and outgoing vehicles wherever applicable. |
| 13. | To report unusual event in suspicious circumstances occurring in the area of the premises. |
| 14. | To keep record of staff members/ students who are required to sit beyond office hours or attend office on Saturdays/Sundays and Closed Holidays in a register and obtain their signatures. |
| 15. | Any other items of work assigned with the approval of the competent authority. |

SCHEDULE-II

FINANCIAL BID

(This financial bid to be enclosed in a separate envelop with seal)

Last date for submission of Tender : 27 Mar., 2018 at 2.00 PM
Date of financial bid opening : To be decided

The tender will remain open for acceptance up to **90 days** from the date of opening of bid. The rates tender will be valid for a period of **TWO YEAR** from the date of acceptance of the rates.

To,

**Director,
I.C.A.R.-I.A.S.R.I., LIBRARY AVENUE
Pusa, New Delhi-12**

I/we wish to submit our tender for maintaining watch and ward (security arrangement) at ICAR-IASRI Campus and Krishi Niketan Staff Quarter Campus on the following rates

| Description: | Actual wages per month (Break up to be indicated in separate Sheet) Security Guard (without arms) |
|--|---|
| 1 | 2 |
| Total lum-sum charges providing security arrangements (Watch & Ward) Without arms at ICARIASRI Main Campus & Krishi Niketan Staff Quarter Paschim Vihar, New Delhi- 110063 for 365 days (including ESI, EPF, Relieving Charges Per Guard Per Year) | |
| Service Taxes If any | |
| Goods & Service Tax (GST)/Service Tax @ as per prescribed rate. | |
| Total | |

* **Refer Annexure-II**

I/we agree to the forfeiture of the earnest money deposited by me/us in connection with this tender, if I/we fail to comply with any of the terms & condition in whole or in part as laid down in the quotation form. We have carefully read the terms and conditions of the tender and agree to abide by these in latter and spirit.

I/we agree to submit the Service Tax, ESI, EPF challa, Bank Statement along with a proof of payment made by account payee Cheque/RTGS to the deployed guards while submitting the bill for payment on monthly basis.

Any other terms and conditions that tenders(s) would like to specify form a part of this schedule only:-

Signature _____
Name and address of the firm
with Phone No. _____

BANKING DETAIL

Bank Name : _____

Branch Name with complete address : _____

: _____

Bank IFSC code no. : _____

Bank Account Number : _____

PAN : _____

GST No. : _____

Mobile & Landline No. : _____

DRAFT SPECIMEN AGREEMENT

This agreement is made at I.C.A.R.-I.A.S.R.I., New Delhi on _____ 2018 between _____ (Institute) _____ (Hereinafter called Institute) through _____ (Designation of competent authority in the Institute) which term shall include its successors, assignees etc. on the first part and (Hereinafter called the Firm) which term shall include its authorized representatives, successor, assignees etc. on the other part.

Whereas the _____ (Institute) _____ has decided to assign the Annual Job Work Contract for Providing _____ (Nature of job) _____ at _____ (Name of the Institute) _____ (Location) _____ 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. _____ 2018 and will remain in force for a period for **Two Year(365x2 Days)** but can be terminated by _____ (Name of the Institute) _____, by giving One Calendar Month's notice in writing of its intentions to terminate the Agreement. The Agreement can be renewed, on mutually agreed terms.
2. The Firm shall be responsible for Annual Job Work Contract for Providing _____ (Nature of job) _____ at _____ (Location) _____
3. The Firm will provide full particulars of every Worker deployed by it for Providing the Services & Gate Security purposes and get their Character & Antecedents verified from the Police Authorities.
4. All personnel posted at premises shall all times and for all purpose be deemed to be employee of the Firm and _____ (Name of the Institute) _____ shall have no liability on this account in any manner.
5. That the Firm shall ensure that all persons deployed at _____ (Name of the Institute) _____ premises are of Good Character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The _____ (Name of the Institute) _____ shall have the right to ask for the removal from the Institute's premises any personnel considered by the Institute to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the Institute.
7. Manpower deployed by the Firm should work as per Working Schedule given in the tender document. No extra wages will be paid for attending the duties by the Security guard during the important Meeting's/Seminar's at the office and as and when required.
8. Monthly consolidated charges for Job/Work contract for providing _____ services at _____ (Name of the Institute) _____ is as per terms & conditions specified and scope of work as per schedule-1 in the tender document including all the taxes viz. Service tax and other taxes as applicable will be paid to the firm by the Institute. The firm will raise a bill of this amount on 1st working day of every month and the payment released by the Institute in the form Crossed Cheque payment to the firm subject to satisfactory performance/delivery of contracted job/work/services. Copies of documents such as deposit challan along with list of persons showing deposit of ESI/EPF Contribution with the concerned agencies are also be deposited with the bill.
9. The deduction of Income Tax from the Bills of the Firm will be made at source as per rates applicable from time to time.
10. In case of dispute between the parties, the matter shall be referred to the sole Arbitrator appointed by the _____ (Name of the Institute) _____. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties.

11. That the Firm shall issue uniforms to all their employees engaged, which they shall wear while on duty (*Optional*).
12. That the Firm shall issue Photo Identity Card to each of the Workers engaged for entry into Institute's premises.
13. That the Firm shall ensure the successful implementation of the Terms & Conditions of the Agreement by proper control and supervision of the work.
14. That in case the Firm fails to perform any of the Terms & Conditions of this Agreement or commits any breach of the contract, the Institute may cancel the Contract.
15. That the Firm agrees to discharges 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, Workmen's Compensation Act, 1943, E.P.F..E.S.I., and Payment of Bonus & M.P. Act, 1947 etc. Firm agrees to indemnify and keep indemnified _____ (*Name of the Institute*) _____ on account of any failure to comply with the obligations under various laws or damage to Institute due to acts / omissions of Firm.
16. It is also agreed that under no circumstances, the volunteers and / or the Employees / Workmen of the Firm shall be treated, regarded or considered or deemed to be the Employees of the Institute and the Firm alone shall be responsible for their Remuneration, Wages and other Benefits etc. Firm shall indemnify and keep indemnified the Institute 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 and Financial Benefits etc. that are admissible to regular employees in the Office of Institute.
17. On the basis of minimum wages Act of Govt. of India/State Govt. of NCT Delhi. The Firm will pay the monthly wages to the Guard excluding **ESI/EPF/Payment of Bonus** Contribution. **The sole responsibility of the service provider to discharge all legal obligations viz minimum wages, ESI, EPF, Bonus etc. to its workers, no responsibility lies on part of office.**
18. The Contract is subject to the conditions that the Firm shall comply with all the Laws and By-Laws of Central Govt. / State Govt. / N.C.T. of Delhi as applicable relating to this Contract.
19. In case of any loss or damage to the Property of the Institute at which is attributable to the Firm, the full damages will be recovered from the Firm
20. The Firm shall not transfer its Right or Sub-Contract to anyone else.
21. The Firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
22. 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, diligently and honestly.
23. In case of any accidental loss of life of the Workers during discharging duties, compensation to be given to the Workers, the same shall be borne by the Firm..
24. There will be Surprise Checking by an Officer. Shortcomings, if any, pointed out by him, shall be restored by the Contractor within 24 Hours of its bringing to his notice. Other penalty clause will be involved
25. The Firm shall provide a Co-ordinator for immediate interaction with the Institute.
26. The Terms & Conditions as stipulated in the Work Order/Tender documents and enclosed herewith, shall be part of the Agreement. Violation any of the condition mentioned in the contract document on the part of firm will be seriously viewed ad penalty clause will be levied.

PENALTY CLAUSE : LIQUIDATED DAMAGES CLAUSE

1. An amount of Rs.1000/- (*Rupees One Thousand Only*) will be levied as liquidated damages Per Day. Whenever and wherever it is found that the Work / Services are not up to the mark in any Section, It will be brought to the notice of the Supervisory Staff of the Firm by the Institute and if no action is taken within One Hour, Liquidated Damages Clauses will be invoked.
2. Any Misconduct / Misbehavior on the part of the Manpower deployed by the Firm will not be tolerated and such persons will have to be replaced immediately.
3. If the required number of Workers / Supervisor are less than the Minimum required, as a penalty of Rs. 1000/- (Rupees One Thousand Only) Per Worker Per Day will be deducted from the Bill.
4. Delay of payment/wages to the guards/supervisor, minimum Rs.500/- will be deducted per guard per day from the concerned monthly bill.

The decision of Competent Authority of the institute, shall be final and binding on the Firm in respect of any clause covered under the Contract and any matter incidental to the Contract.

IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

(Name & Address of the Firm)
Witness:-

**ICAR-INDIAN AGRICULTURAL STATISTICS
RESEARCH INSTITUTE, PUSA, NEW DELHI-110012.**

1. _____

2. _____