(An organization of the Ministry of Rural Development, Govt. of India)

Jawaharnagar, Khanapara, Guwahati – 781022

No. 29/95/RC/Estt./Pt-VIII Date: 27-02-2017

### NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICES

NIRD & PR is a premier Institute engaged in training, research, action research and consultancy activities in the field of rural development. NIRD & PR, NERC invites sealed tenders from reputed security agencies for providing security services for NIRD & PR, NERC campus at Khanapara, Guwahati.

Tender documents and detailed terms and conditions of the contract may be obtained from the Office of the NIRD & PR, NERC, Guwahati, on payment of Rs.500/-(Rupees five hundred only) by cash or DD from a nationalized bank.

The tender documents can also be seen and downloaded from the website <a href="www.nirdnerc.nic.in">www.nirdnerc.nic.in</a>; however, the DD for Rs.500/- (Rupees five hundred only) in favour of NIRD-NERC towards the cost of tender application should accompany the tender.

The filled in tender forms i.e. technical bid and financial bid in separate envelopes along with the prescribed earnest money deposit of Rs.10,000/- (Rupees ten thousand only), which will not carry any interest whatsoever, and other documents duly superscribed "quotation for providing security services" on the cover and addressed to the Administrative Officer will be received up to 3.00 PM on 20<sup>th</sup> March, 2017 and the technical bid will be opened on the same day at 3.30 PM in the presence of the tenderers who may wish to be present. The Terms and Conditions contained in the bid document should also be submitted back with signature and seal on each and every page. The financial bids (Part-II) of the selected tenderers will be opened with prior intimation to concerned bidders separately. The Director, NIRD & PR, NERC, reserves the right to reject any or all the tenders without assigning any reasons whatsoever.

Administrative Officer

(An organization of the Ministry of Rural Development, Govt. of India)

Jawaharnagar, Khanapara, Guwahati – 781022

#### **QUOTATION FOR PROVIDING SECURITY SERVICES**

"COVER A"

From

To
The Administrative Officer
National Institute of Rural Development and Panchayati Raj (NIRD & PR)
North Eastern Regional Centre (NERC)
Jawaharnagar, Khanapara, Guwahati – 781 022

Sir,

Subject: Quotation for providing security services – Reg.

#### PART – I: COMMERCIAL DETAILS

- 1. Name and address of the security
  Agency/Firm/Company/Location
- 2. Telephone Nos. :

Cell No. :

E-mail address :

3. Date of Registration of the Agency : with the appropriate authority

4.	Validity of Registration, the date	:
	upto which the Registration is valid	

5. Month and year of establishment :

6. Details of personnel in various grades of employment

6.	Details of personnel in various grades of employment :						
Sl.	Grade / Post	Name	Age	Educational	Period of		
No.				qualifications	employment		
					with the		
					Agency		
A	Managerial						
1	C.E.O. / M.D.						
2	General						
	Manager						
3	Other						
	Managerial						
	Personnel						
В	Supervisory						
1	Sr. Supervisory						
	Personnel						
2	Jr. Supervisory						
	Personnel						
3	Other services						
	if any						
	Total No.						

:

7.	List of clients in Govt. Offices					
	a)	Present:	1)			
			2)			
			3)			
			4)			
			5)			
	b)	Past:	1)			
			2)			
			3)			
			4)			
			5)			

8.	Please attach copies of	of	:
	b) ESI Registrati c) Service Tax R d) PAN Card e) No. of employergistered for f) Income Tax C g) Testimonials a h) Report of va valuer in c Agency/Firm/	Registration Ceroyees in the real EPF and details and certificate is luation of improvements are immovable Company. If the official purposes	roll of the organization. Whether they are s of account numbers ficate f any, from clients movable property (from-01) from registered le property is owned by the Security not, amount of rent paid for hired property
9.	PAN No.		:
10.	Service Tax No. and	Code No.	:
11. 12.	Any other relevant in Annual Turn Over du		
		2015-1	
<ul><li>13.</li><li>14.</li></ul>	Please attach copies of returns of Service Taxtax for the last three for EMD details:	of annual x and income	: .e. 2013-14, 2014-15, 2015-16 : : Rs. 10,000/-
Encl.:	DD No	S dr	AIGNATURE OF THE BIDDER & STAMP  awn on is enclosed.

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Jawaharnagar, Khanapara, Guwahati – 781022

#### **QUOTATION FOR PROVIDING SECURITY SERVICES**

"COVER - B"

#### PART - II: FINANCIAL BID

I/We hereby quote our rates for providing security services at NIRD & PR, NERC, Guwahati, **for per post per month** basis keeping in view the terms and conditions notified in the bid document:

### (Please refer Clause 25 of the terms and conditions of the tender document)

Sl. No.	Designation	Wages	VDA	EPF	ESI	Service Charge	Others if any	Total (Rs.)
1	Security Incharge (unarmed)							
2	Security Supervisor (unarmed)							
3	Security Guard (unarmed)							
Tota	Total amount in words:							
For Sl.No. 1 (Rupees)								
For S	For Sl.No. 2 (Rupees)							
For S	For Sl.No. 3 (Rupees)							

I/We agree that the above quoted rates include the wages and allowances payable as per **Minimum Wages Act, Govt. of India** existing from time to time including EPF, ESI, weekly offs, incidental administrative charges and all statutory obligations and relief of guards etc. excluding tax.

Date:

SIGNATURE OF THE BIDDER & STAMP

(An organization of the Ministry of Rural Development, Govt. of India)

Jawaharnagar, Khanapara, Guwahati – 781022

#### TERMS AND CONDITIONS FOR PROVIDING SECURITY SERVICES (2014)

- 1. The sealed quotations will be accepted up to **3.00 pm on 20<sup>th</sup> March, 2017**. The technical bids (Part-I) will be opened at 3.30 pm on the same day in the presence of those bidders or their authorized representatives, present. After thorough scrutiny of the details in Part—I, the financial bids i.e. Part—II of those firms who are qualified will be opened in the presence of those bidders who may choose to attend after due intimation to those who are qualified and the tenders will be finalized thereafter.
- 2. Incomplete bids and bids received after due date and time will be liable for rejection.
- 3. The bidder should enclose Demand Draft for Rs.10,000/- (Rupees ten thousand only) in favour of "NIRD-NERC", drawn on any nationalized bank to the bid document towards EMD. The EMD will not carry any interest whatsoever. EMD furnished for previous bids/tenders will not be adjusted against the present Bid.
- 4. The successful bidders will be required to pay 10% of the bid value towards performance security deposit in the form of Demand Draft or Bank Guarantee for the equivalent amount and the security deposit so collected will not carry any interest.
- 5. The bids should be submitted in sealed cover and the cover should be marked "Tender for Providing Security Services". The bids should be submitted to the Administrative Officer, NIRDPR-NERC, Jawaharnagar, Khanapara, Guwahati 781022 before the date and time fixed in the bid documents. The tender documents should be dropped in the tender box placed at the Dispatch Section, NIRD & PR-NERC before the fixed time. No bid shall be accepted after the date and time fixed in the bid document.
- 6. The Director, NIRDPR-NERC reserves the right to call any one or all the bidders for negotiations or reject or accept any bid irrespective of whether it is the lowest or not, or cancel any or all bids without assigning any reasons. The decision of the Director shall be final and binding on all the bidders concerned.

- 7. NIRD & PR reserves the right to forfeit the EMD of empanelled bid on account of (i) premature withdrawal from the bid or (ii) non-payment of security deposit. The decision of the Director, NIRD & PR-NERC shall be final in this regard.
- 8. The bidders should enclose attested Photostat copies of (i) Provident Fund Registration Certificate; (ii) ESI Registration Certificate; (iii) Registration Certificate of firm/agency; (iv) Income tax clearance certificate, (v) Service Tax Registration and (vi) experience certificate from the previous clients. The bid is liable to be rejected in the absence of these documents.
- 9. The initial period of contract will be one year and extendable up to a maximum period of three years on a year to year basis by mutual agreement. The duty hours of the security personnel are 8 hours per day as fixed by the competent authority of the Institute.
- 10. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between the amount quoted in words and figures, amount quoted in words shall prevail.
- 11. The payment will be made to the contractor every month on monthly basis within 15 days from the date of receipt of the claim on completion of the month and in the following month based on satisfactory services and after deducting the statutory taxes if any levied by the Government from time to time.
- 12. The monthly bill for the Security Services must be accompanied with the statement of wages paid to the security guards for the previous month and receipts of deposits towards their PF and ESI contributions etc.
- 13. In the event of any question, dispute or difference arising under these conditions or any conditions contained in the Work Order or in connection with this contract, the same shall be referred to the sole arbitration of the Director or some other persons appointed by him. The award of the arbitrator shall be final and binding on the parties to this contract.
- 14. The person or institution who intends to offer the bid thereinafter referred to as "Agency" or "Contractor" for entering into contract to protect or to render security services for protection of the property of Institute etc., must have a minimum experience of running a security agency, i.e. minimum five years of experience of providing security guards etc., to reputed company (ies). Preference will be given to bidders engaging/headed by below mentioned categories:
  - A retired/released commissioned officer from the defense service of the Government of India having served for not less than ten years as commissioned officer with a good service record;

- b) Any person who has served in police department for minimum ten years and must have held the rank of Deputy Superintendent of Police for minimum five years with a good service record; and
- c) An institution headed by any person belonging to any of the above (a) and (b) categories.
- 15. The person or institution who intends to offer the bid for this purpose must produce certificate from the authority where he had served as such showing that he had rendered services honestly and sincerely and that he is capable to carry out these duties as per contract.
- 16. The contractor should render security services round the clock in respect of the Institute's property and premises in NIRD & PR-NERC campus i.e. at the Main Gate.
- 17. The Institute requires one trained Security In-charge, one trained Security Supervisor and six trained security guards and additional security personnel are also required to be made available for short spells for important programmes if any with prior notice.
  - a) The above personnel should meet the following minimum standards:

- Minimum Height : 1.63 mtr (5/5)

- Chest :  $0.75 \text{ to } 0.80 \text{ mtr } (30^{1/2} - 32^{1/2})$ 

- Weight : 50 kgs (110 lbs)

- Educational Qualifications : Security In-charge/Supervisor;

Minimum – Matriculate/equivalent

(Retired JCO from Defense / Paramilitary /

Police Services)

Security Guards – 10<sup>th</sup> standard

- b) He should be strong, stout, intelligent, alert and mentally sound. He will be deployed subject to medical check up before resuming duty for the Institute.
- c) He should be able to speak and write Assamese and Hindi.
- d) He should be a disciplined person with sound character and good service record.
- e) Security In-charge/Supervisor/Guards should be not less than 21 years of age or above 50 years of age.
- 18. The Security Guards should be trained.
- 19. The duty points to be fixed will be at the sole discretion of the Institute.

- 20. The contractor should provide uniform and other paraphernalia as may be considered necessary by the Institute.
- 21. For the purpose of manning duty points (24 hours, 16 hours, 8 hours) contractor shall maintain requisite strength of security personnel needed as per the deployment criteria referred in the terms and conditions so as to ensure desired standard of performance.
- 22. The person or institution shall not claim any amount more than the amount fixed by way of contract by the competent authority.
- 23. The contractor will have to ensure satisfactory standards of its employees competence, conduct, cleanliness and integrity. Neglect of duties, undesirable act, misbehaviour and consumption of alcohol while on duty etc., shall not be condoned.
- 24. The person or institution shall not transfer or assign sub-contract to any other party.
- 25. The firm shall pay at least Minimum Wages to the Security Personnel engaged in NIRDPR-NERC. *Failure to pay minimum wages will render termination of the contract.* The Minimum Wages should be as under:

Designation	Category	Rates of Minimum Wages and V.D.A. as per the Govt. of India		
Security-In-charge	Skilled / Clerical	For "BUILDING		
Security Supervisor	Semi-Skilled/Unskilled Supervisory	OPERATION" for "B" Area		
Security Guard	Watch and Ward (without arms)	For WATCH AND WARD (without arms) for "B" Area		

- 26. The staff engaged by the person or institution to whom the contract is given, shall be deemed to be the servants or employees of the person or institution to whom the contract is given and such staff shall not be considered or deemed to be the employees and servants of the Institute.
- 27. The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation & Abolition) Act 1970 and also under the order issued by the Competent Authority from time to time and for its non-compliance, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other Acts and Statutes (including Factories Act, Payment of Bonus Act., etc.). Depositing of PF

contribution as may be applicable is the responsibility of the contractor at his own expenses and shall not be reimbursed by the Institute. For any default in compliance, the contractor shall be held responsible. The rate quoted will be valid for the period of contract and no hike will be admissible. However, the quoted rate can be revised if there is revision in minimum wages during the period of contract. One day compulsory weekly off should be given to the security guards.

- 28. The contractor shall obtain license from the office of the Assistant Labour Commissioner (Central) & Registering Officer under Contract Labour (Regulation and Abolition) Act, 1970 before commencement of the contract.
- 29. The Institute shall not be liable to pay any allowance, salary or any other amount under any law in force for the staff engaged by the contractor. The Institute shall also be not liable for breach of any Labour Laws or any other Laws for the time being in force. The contractor shall not be entitled to any other allowances or benefits which are not included in the contract. Payment of monthly wages to the Security personnel should be made by 7<sup>th</sup> day of month through bank A/cs. Contract labour are eligible to benefits of Provident Fund, ESI etc., and the contractor has to ensure the same.
- 30. A person or institution to which the contract is given must inform within seven days of the execution of the contract the names of the persons and staff who have been engaged by that person or institution to the Institute. Such person shall be issued by the contractor a laminated IC affixing latest photograph given details of Name, Age, Ex-designation, Name of the Agency, date of appointment, EPF No., any other details, duly signed by responsible officer of the Institute.
- 31. The person or institution to whom the contract is given shall have to execute a contract agreement according to the provisions of the tender terms and conditions and Act and Rules made thereunder. The cost of executing the contract, such as stamp duty, drafting charges, etc., shall be borne by the contractor as fixed by the Director, NIRDPR-NERC.
- 32. (a) The person or institution to whom the contract is given shall ensure that the security personnel wear only that pattern of uniform, which is approved by the Institute. Uniform and uniform kit like whistle, leather shoes, leather belts, lathi, jersey/over coat, rain coat, torches, shoulder badges, caps with monogram will also be supplied to the security personnel by the contractor. In case the person so deployed is found to be "not alert" or "not in proper uniform, dress or commits any indiscipline act or breach of any of the terms and conditions of the contract", the Institute shall have the right to impose any punishment or fine up to Rs. 1,000/- (Rupees one thousand only) on the contractor. In case of three defaults, the Institute has the right to terminate the contract by giving notice of seven days.
  - (b) In case, the person so deployed by the contractor, is found absent, the Institute shall have the right to treat such person as absent from duty and deduct the

proportionate amount from wages of such person from the bill and also impose fine, as deemed fit.

- (c) The Institute also reserves the right to impose fine up to Rs.1,000/- (Rupees one thousand only) in the event of such a default. In case of three defaults of "absence" of personnel the contract will be liable to be terminated.
- (d) The contractor shall be absolutely responsible and liable for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the contractors personnel in their performance of the services required under the contract.
- 33. The actual cost on account of loss or damage to the Institute's property because of negligence of the contractor's personnel will be deducted from the bills after conducting proper enquiry.
- 34. The Institute shall not be liable for any illegal action or omission made by the staff of the contractor. In case of any loss or damage to the Institute on account of any act, omission, negligence on the part of the contractor and/or its staff etc., in handling of the duties/functions entrusted or otherwise or on account of breach, omission, failure or negligence on the part of the contractor or its representatives in the compliance of provisions thereof or in carrying out, executing, doing, performing or fulfilling any of its obligations or operations hereunder, the contractor shall be liable to make good such loss or damage determined by the Institute and shall not be open to any question by the contractor. The Institute may recover such amount or loss of damage from the contractor's bill. If the amount of such loss or damage is not recovered or paid up by the contractor forthwith on demand, the contractor shall be liable to pay the said amount with interest @ 18% per annum thereon from the date of demand till the date of actual payment.
- 35. The contractor shall take liability of insurance to cover all the persons employed by the contractor and shall produce the documentary evidence in this regard such as the ESI and PF Account numbers of the person(s) deployed at NIRD & PRNERC.
- 36. The contractor is required to comply with all the *legal liabilities* and if the contractor is found failing to comply with the provisions of various Acts applicable to the contractor and the contract labourers, the Institute can ask for the records for inspection and the contractor is required to comply with all the liabilities to be discharged and in case of any failure on the part of the contractor, the Institute shall withhold payment of its bill.
- 37. The Institute shall not be liable to offer legal services for the offence, if any, committed by any staff of the contractor to whom the contract is given.

- 38. The terms and conditions of this tender shall be part and parcel of the contract executed by the person or institution whose tender is accepted.
- 39. The person or institution to whom the contract is given is bound to abide by the instructions on security matters issued by the Institute from time to time.
- 40. The person or institution who submits their offer must have office in the city of Guwahati and must inform the Director, NIRD & PR-NERC about the address of the registered office, telephone numbers etc. All correspondence shall be addressed to that Office and it is deemed to have been received by the person or institution to whom the contract is given.
- 41. The Institute will have privacy of contract with the contractor only and will give instructions to him and will have nothing to do or be concerned with the conditions of employment of the workers working for the contractor.
- 42. The institute will not retain any control, dismissal or retrenchment or remployment of the workers engaged/employed by the contractor.
- 43. The contractor will be liable for due observation and implementation of the statutory conditions or requirements of labour laws as applicable to his workmen.
- 44. The contractor will obtain licence under the Contract Labour (Regulation and Abolition) Act according to the number of workers engaged by him by depositing the fees and complying with the formalities. He will also seek the renewal of the contract on or before the expiry of the licence.
- 45. The contractor will ensure that the firm is covered under the Employees Provident Fund and Miscellaneous Provisions Act and Employees State Insurance Act having its independent Code number. Thus, he will ensure that all the eligible employees are covered under these Acts.
- 46. In case, the contractor or his workers are allowed to work in the premises of the Institute, the contractor will have no right or lien upon the premises and the contractor and his workers will move out of the premises of the Institute on expiry of contract.
- 47. That the contractor will be liable not only to pay wages to his employees, but the retrenchment compensation, notice pay, gratuity or bonus as payable and the principal employer will not be held liable for any obligation of the contractor.
- 48. The Institute will not, in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against the Institute. If any such claim is made against the Institute by any worker or his heirs engaged/employed by the contractor, which the Institute is obliged to discharge by virtue of any statutes or any provision of law and rules

due to mere fact of the workers of the contractor working at the Institute premises or otherwise, the contractor will be liable to indemnify/reimburse the Institute all the money paid in addition to the expenses incurred by him.

- 49. The contractor will give an affidavit and/or undertaking or both in favour of the Director, NIRDPR-NERC every following month to the effect that he has paid wages to his workers and also complied with the provisions of the Minimum Wages Act., Employees Provident Fund and Miscellaneous Provisions Act and Employees State Insurance Act.
- 50. The contract may be terminated even before the stipulated period of the contract by the Institute by giving one month notice in writing and in case of contractor three months' notice in writing.
- 51. The bidder should enclose attested copies of testimonials/certificates issued by the previous clients.
- 52. List of records to be maintained by the Security Agency for operations in NIRDPR-NERC shall be subject to scrutiny/inspection by the authorized officer of the Institute.
- 53. Director, NIRDPR-NERC reserves the right to reject any or all the quotations received without assigning any reason whatsoever.

**Administrative Officer**