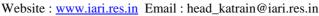
## ICAR- INDIAN AGRICULTURAL RESEARCH INSTITUTE



Regional Station, Katrain (Kullu Valley) H.P. – 175129

Phone: 01902-240124 Fax/(o), 01902-241280(o), 01902-240110(o)





File No. 5-86/2018-Security /

Dated 10/08/2018

## **E-Procurement Tender Notice**

ICAR-Indian Agricultural Research Institute (IARI) invites e-tenders for outsourcing the contract of Security/Watch & Ward Services for providing manpower at ICAR-Indian Agricultural Research Institute (IARI), Regional Station Katrain, Kullu Valley H.P. at 6 points (24x7) on contract basis for a period of **one year** and extendable by further **one or more years** subject to satisfactory performance of the Vendor and its willingness to continue on existing terms and conditions, as per requirement.

## 1. Details of Tender Deposits:-

Tentative Value of the Contract: Rs. 50.00 Lakh

Earnest Money Deposit: Rs. Rs. 100000/- (Rupees One Lakh only)

Security Deposit: 5 to 10% of the estimated value of contract.

### 2. Tender schedule:

Tender No.	F.No. 5-86/2018-Security/IARI, Regional Station Katrain, Kullu Valley H.P175129		
Date of release of Tender through e-procurement	10.08.2018		
Pre Bid meeting date/time/venue			
Bid Submission Start date/time	11.08.2018 / 9 AM		
Last date & time for submission of bid	11.09.2018 / 3 PM		
Date & time for opening of technical bid	12.09.2018 / 3 PM		
Address for Communication	Head, IARI, Regional Station Katrain, Kullu Valley H.P 175129		

On-line bids are invited under two-bid system through e-procurement system from registered/well-established/reputed firms for providing the services for Security/ Watch & Ward Services at IARI, Regional Station Katrain, Kullu Valley H.P at **6 points** (**24x7**) on contract basis for a period of **one year** and extendable by further one or more years subject to satisfactory performance.

Tender form, terms & conditions and draft agreement can be downloaded free of cost from the website <a href="http://eprocure.gov.in">http://eprocure.gov.in</a> and <a href="https://eprocure.gov.in/eprocure/app">www.iari.res.in</a>. On-line bids complete in all respects should be submitted through CPP portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> only.

In case, a 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 IARI 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.

Head

## **Tender Notice**

## ICAR- INDIAN AGRICULTURAL RESEARCH INSTITUTE

REGIONAL STATION, KATRAIN (KULLU VALLEY) H.P. - 175129

Tel No. 01902-240110 Fax No. 01902-240124

INVITATION TO ONLINE TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR OUTSOURCING THE CONTRACT OF SECURITY/WATCH & WARD SERVICES FOR PROVIDING MANPOWER PREFREABLY AT 6 POINTS (24x7) PER DAY PER MONTH FOR A PERIOD OF ONE YEAR AT ICAR-IARI REGIONAL STATION, KATRAIN KULLU VALLEY H.P. -175129 and EXTENDABLE BY FURTHER ONE OF MORE YEARS SUBJECT TO SATISFACTORY PERFORMANCE OF THE VENDOR AND ITS WILLINGNESS TO CONTINUE.

То	
	RI, Regional Station Kullu Valley H.P175129
Head,	DI Pagional Station
From:	

Online Tenders are hereby invited by **Head, ICAR-Indian Agricultural Research Institute, Regional Station Katrain Kullu Valley (HP) - 175129 on behalf of Director, ICAR-Indian Agricultural Research Institute, New Delhi - 110012** for OUTSOURCING THE CONTRACT FOR PROVIDING SECURITY/WATCH & WARD SERVICES AT <u>ICAR-IARI REGIONAL STATION, KATRAIN KULLU VALLEY H.P. -175129</u> 6 points (24x7) PER DAY PER MONTH FOR A PERIOD OF **ONE YEAR** and EXTENDABLE BY FURTHER ONE or MORE YEARS SUBJECT TO SATISFACTORY PERFORMANCE OF THE VENDOR AND ITS WILLINGNESS TO CONTINUE.

- 1. The terms and conditions of the contract are those contained in the general conditions of contract applicable to the contracts placed by the IARI 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 attached schedules.
- 2. An earnest money of **Rs. 100000/- (Rupees One Lakh only)** (approx. 2% of total minimum financial implication i.e. 2% of **Rs. 50.00 Lakh**) must be deposited in the form of demand draft/bank guaranty/ FDR in favour of Head ICAR-Indian Agricultural Research Institute, Regional Station Katrain Kullu Valley H.P.- 175129 payable/drawn only at SBI Katrain IFSC Code SBIN0003250 on or before the last date/time of submission. The particulars of the earnest money deposited must also be super scribed on the top of the envelope by including the draft/pay order number and date, failing which the bids will not be accepted. Conditional bids shall not be considered. No overwriting or cutting is permitted in the tender documents. Such bids will be rejected out rightly.
- 3. The Tenderer is being permitted to give Tenders in consideration of the stipulations on his part that after submitting his Tenders, he will not resile from his offer or modify the terms and conditions thereof. If the Tenderer fails to observe and comply with the foregoing stipulations the aforesaid amount of EMD will be forfeited by the IARI. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the IARI. (An undertaking as per **Annexure 'X'** is also required to be submitted by the tendering firm).

- 4. The schedules 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 along with the tenders.
- 5. The tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tenders 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.
- 6. If a tenderer does not accept the offer, after issue of letter of award by IARI within 15 (fifteen) days, the offer made shall be deemed to be withdrawn without any notice & earnest money shall be forfeited.
- 7. 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 Indian Agricultural Research Institute (IARI) 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 signed by the tenderer.
- 8. Online tenders are invited under two-bid system through e-procurement system. EMD must be deposited during working hours i.e. 9.30 A.M. to 4.30 P.M. on all working days (except Second Saturday, Sunday and Gazetted Holidays) before the last date/time for submission of bids failing which bids will not be accepted. EMD must be in the form of Demand draft/Pay order payable to Head, Indian Agricultural Research Institute Regional Station Katrain Kullu Valley H.P.-175129. (No cheques will be accepted)
- 9. 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 IARI.
- 10. 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.
  - 11. An amount equivalent to 5 to 10% of the estimated value of contract (as per GFR 171) is to be deposited by the selected agency/ successful tenderer as Performance Security Deposit only after receiving a communication from the IARI. In the event of non-deposition of the same, the earnest money will be forfeited.
  - 12. No interest on security deposit and earnest money deposit shall be paid by the IARI to the tenderer.
  - 13. The Contractor will be reimbursed for each manpower at the consolidated rates as detailed in **Schedule III**. The Service Provider shall abide by all the laws of land including labour laws (PF, Income Tax, GST or any other extra taxes levied by Govt.) Companies Act, welfare measure of its employees and all other obligation that is being instructed in such cases and are not essentially enumerated and defined herein, though any such bounded duty shall be the exclusive responsibility of the service provider and it shall not involve IARI in anyway whatsoever. Compliance of these provisions shall be ensured at the times of making monthly payments.

- 14. The Firm will not charge placement charges or any other account from the manpower deployed with the IARI. 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.
- 15. The Firms have to quote only the Service Charges per point per month in Rupee to be levied by them for providing the services. 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 work/ contract will be awarded to the firm on merit which will be based on credentials of the firm as given to the satisfaction of Competent Authority IARI, Pusa, New Delhi.
- 16. Only those bidders who submit all requisite documents as per this tender and secure 45 marks in the technical qualification on parameters mentioned below will be declared as qualified/eligible for opening/considering financial bids:
  - a) Average turnover of the firm during last three years:-
    - Exceeding Rs. 30,00,000 & Upto Rs. 50,00,000 = 15 Marks
    - Exceeding Rs. 50,00,000 & upto 1 crores = 20 Marks
    - Exceeding 1 crores = 25 Marks
  - b) Experience of serving in Govt. (Centre/State) Departments/Autonomous bodies/PSUs/PSES/Bank & Insurance Companies or other equivalent organisations of high repute:-
    - Exceeding 3 years & upto 5 years= 15 Marks
    - Exceeding 5 years & upto 7 years= 20 Marks
    - Exceeding 7 years= 25 Marks
  - c) Total no. of people on their rolls
    - Exceeding 150 & Upto 200= 15 Marks
    - Exceeding 200 & upto 250= 20 Marks
    - Exceeding 250= 25 Marks
  - d) Quality related marks( as bonus)
    - ISO (upto 2 years)= 02 Marks
    - ISO (Exceeding 2 years)= 04 Marks
  - e) At least 3(three) years experience (ending month of **March** prior to the bid opening) has to be there
  - f) Minimum annual turnover should be 30% of estimated cost.
  - g) Minimum manpower on roll of the bidder must be 150(one hundred fifty only).
  - h) Each bidder shall submit only one bid for one request for proposal (RfP).
- 17. GST or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and IARI 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.
- 18. 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.
- 19. Director, IARI 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.
- 20. Decision of Director, IARI 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.

- 21. Acceptance by the Institute will be communicated by fax/telegram, express letter or any other form of communication. Formal letter of acceptance and work order of the tenderer will be forwarded as soon as possible, but the earlier instructions in the fax/ telegram, express letter etc. should be acted upon immediately.
- 22. The 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.
- 23. The Institute in its capacity as Principal Employer reserves the right to modify any of the terms and conditions of the contract as mentioned in the Schedules I & II of this document, at its discretion, in the interest of the job work.
- 24. Successful Bidder/tenderer will have to enter into a detailed contract agreement with IARI on non-judicial stamp paper of Rs. 100/- (One hundred only) for work.

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

- (a) Scanned copy of Earnest Money Deposit (EMD)
- (b) Scanned copy of Registration Certificate of the firm under Company/Shops & Establishment Act of the respective state for this purpose.
- (c) Scanned copy of valid License under the Contract Labour (Registration & Abolition) Act, 1970.
- (d) Scanned copies of EPF and ESI Registration Certificate(s) issued by the appropriate authority.
- (e) Scanned copy of numbers of Staff registered under ESI & EPF separately. Documentary proof of vouchers may be attached with latest ECRs.
- (f) Scanned copy of valid registration certificate issued by National and Small Industries Corporation (NSIC), if applicable.
- (g) Scanned copies of proofs of minimum last three year's i.e.2015-16 to 2017-18 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.
- (h) Scanned copy of proof of minimum turnover of the firm not less than **Rs. 30,00,000** (**Rupees Thirty Lakhs Only**) during each of the last three financial years.
- (i) Scanned copies of Income Tax (PAN), Service Tax /GST Registration Certificates, TIN number, with bank account details.
- (j) Scanned copy of Audited Balance Sheet of the firm for last 3 (three) financial years i.e.2015-16 to 2017-18 by the Chartered Accountant.
- (k) The firm/agency must enclose a certificate indicating that there is no criminal legal suit pending or contemplated against it.
- (l) 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.
- (m) Scanned copy of valid latest Bank solvency certificate for **Rs. 50.00 Lakh**. The Bank solvency certificate should not be more than six months old.

- (n) Scanned copy of valid license to run the business of Private Security Agency/PASARA in Himachal Pradesh issued by the appropriate authority for providing security services
- (o) Only those firms will be considered for financial bid who will qualify in the technical bid.
- (p) Apart from above the bidders should have successfully executed/completed similar services over the last three years in the following manner:
  - **1.**Three similar completed services costing not less than the amount equal to 40% of the estimated cost: **or**
  - **2.** Two similar completed services costing not less than the amount equal to 50% of the estimated cost: **or**
  - 3.One similar completed service costing not less than the amount equal to 80% of the estimated cost.
  - (q) The bidder shall authorize to seek references from the bidder's bankers.
  - (r) The agency should have a contract manager with 5 years experience in services of an equivalent nature and volume, including not less than three years as Manager.

Yours faithfully,

Head, ICAR-Indian Agricultural Research Institute, Regional Station, Katrain Kullu Valley H.P. -175129 TENDERS FOR OUTSOURCING THE CONTRACT OF SECURITY/WATCH & WARD SERVICES FOR PROVIDING MANPOWER AT <u>ICAR-IARI REGIONAL STATION</u>, <u>KATRAIN KULLU VALLEY H.P. -175129</u> 6 points (24x7) PER DAY PER MONTH, FOR A PERIOD OF ONE YEAR AND EXTENDABLE BY FURTHER ONE or MORE YEARS SUBJECT TO SATISFACTORY PERFORMANCE OF THE VENDOR AND ITS WILLINGNESS TO CONTINUE

WILL	LLINGNESS TO CONTINUE.	
commu	Name & Address of the tenderer in addition to Post Box No., if any, should be que munications to this office: ephone No. :	ted in all
_	egraphic Address/FAX/ Cellular No: Iail Address:	
 From	n	
То,		
	Head, ICAR-IARI, Regional Station Katrain, Kullu Valley, H.P 175129	
MANP ICAR- EXTEN PERFO portion this ten	ditions of the contract of SECURITY/WATCH & WARD SERVICES FOR NPOWER AT 6 points(24x7) PER DAY PER MONTH FOR A PERIOD OF RESERVICES TO REPORT OF THE PROPERTY	F ONE YEAR AT P175129 and SATISFACTORY herein or to such in Schedule-III to
service	I/we have understood these terms and conditions for the contract and shall ices strictly in accordance with these requirements.	provide the best
a)	a) The following pages have been added to and form a part of this tender Schedules-I & II to accompany this tender are at pages	erThe
b)	b) Every page so attached with this tender bears my/our signature(s) and the office	e seal.
c)	c) Pay order/ DD No of Rs drawn in favour of I payable at New Delhi has been submitted to your office on(da earnest money.	
	Yours faithfully,	
Date:	e:	
	Signature & Seal of the Tendo	
_	nature of witness: Telephone No. Off	
name	ne & Designation of witness:  Mol	les.: pile:
Addre		-110

## Schedule –I Technical Bid Application

# For providing manpower (Security/watch & ward) to ICAR-IARI REGIONAL STATION, KATRAIN KULLU VALLEY H.P. -175129

1. Name of the Tendering Manpower Company/Firm/Agency/ Contractor :

### (Attach attested copy of certificate of registration)

- 2. Name of Director of Company/ Active Partner of the firm/: authorized Agent/ Proprietor
- 3. Full address of Operating/ Branch Office Telephone No.: Fax No.:E-mail address:
- 4. Full address of Operating/ Branch Office at: Delhi/ New Delhi
- 5. Banker of the Company/ Firm/ Agency/ Contractor with Full address (Attach certified copy of latest Bank statement):
- 6. Registration number/details/certificate of company/shop & establishment act:
- 7. Registration number/details/certificate of labour registration of respective act:
- 8. Details of Earnest Money (Amount, DD No., Date,: Name of Issuing Bank)
- 9. Details of tender fee DD:(if tender downloaded through website)

# 10. Details for evaluation of Technical Bid. (Attach the following documents serial wise from 1 to 22 And mention name of document, which you will provide us)

S.No.	Items	Details with supporting documents	Page No.
1.	No. of employees on the roll of the Firm		
2.	No. of years of past experience of supplying manpower		
3.	Average turnover of Firm during last 3 years (with financial year wise details)		
4.	ISO Certification(No. of Years), if any		
5.	Scanned copy of Earnest Money Deposit (EMD)		
6.	Scanned copy of Registration Certificate of the firm under Company/Shops & Establishment Act of the respective state for this purpose.		
7.	Scanned copy of valid Licence under the Contract Labour (Registration & Abolition) Act, 1970.		
8.	Scanned copy of numbers of Staff registered under ESI & EPF separately. Documentary proof of vouchers may be attached with latest ECRs.		
9.	Scanned copy of numbers of Staff registered under ESI & EPF separately. Documentary proof of vouchers may be attached with latest ECRs.		

10.	Scanned copy of valid registration certificate issued by National and Small Industries Corporation (NSIC), if applicable.	
11.	Scanned copies of proofs of minimum last three year's i.e.2015-16 to 2017-18 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.	
12.	Scanned copy of proof of minimum turnover of the firm not less than <b>Rs.30,00,000</b> ( <b>Rupees Thirty Lakhs Only</b> ) during each of the last three financial years.	
13.	Scanned copies of Income Tax (PAN),Service Tax /GST Registration Certificates, TIN number, with bank account details.	
14.	Scanned copy of Audited Balance Sheet of the firm for last 3 (three) financial years i.e.2015-16 to 2017-18 by the Chartered Accountant.	
15.	The firm/agency must enclose a certificate indicating that there is no criminal legal suit pending or contemplated against it.	
16.	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.	
17.	Scanned copy of valid latest Bank solvency certificate for <b>Rs. 50.00 Lakhs</b> . The Bank solvency certificate should not be more than six months old.	
18.	Scanned copy of valid license to run the business of Private Security Agency/PASARA in Himachal Pradesh issued by the appropriate authority for providing security services	
19.	Only those firms will be considered for financial bid who will qualify in the technical bid.	
20.	Apart from above the bidders should have successfully executed/completed similar services over the last three years in the following manner:  1. Three similar completed services costing not less than the amount equal to 40% of the estimated cost: or	
	Page <b>0</b> of <b>24</b>	

	<ol> <li>Two similar completed services costing not less than the amount equal to 50% of the estimated cost: or</li> <li>One similar completed service costing not less than the amount equal to 80% of the estimated cost.</li> </ol>	
21.	The bidder shall authorize to seek references from the bidder's bankers.	
22.	The agency should have a contract manager with 5 years experience in services of an equivalent nature and volume, including not less than three years as Manager.	

Note: Company/Firm/Agency/ Contractor scoring less than 45 marks in technical bid will not be considered for financial bid.

1.	Whether the Firm/Company/Agency have been blacklisted by any Ministry/Department of the Govt. The	he
tei	dering firms/bidders shall have to submit a notarized affidavit on a stamp paper of appropriate value to th	nis
ef	ect that they have not been blacklisted or their business dealing with the Government Ministries/Departmen	ıts
ha	ve not been banned/debarred.	

2	Additional	information/datail	if ont n	nust be suppe	setad by	attested certificates.
∠.	Additional	minormanon/uctan	, 11 any 11	must be suppe	nicuby	ancsicu cernircaies.

Date:	•	
Daic		

Place:

Signature of authorized person)
Full Name and Designation:
Seal:

### ORDER FOR ARRANGEMENT OF DOCUMENT WITH THE TECHNICAL BID

- 1. Technical Bid Application duly signed by the company/firm/agency/contractor/ proprietor.
- 2. Attested copy of Earnest Money Deposit(EMD).
- 3. Attested copy of Registration Certificate of the firm under Company/Shops & Establishment Act of respective state for this purpose.
- 4. Attested copy of registration of manpower company/firm/agency/contractor with appropriate authority of the Government including valid license under the Contract Labour(Registration & Abolition) Act, 1970.
  - 5. Attested copies of EPF & ESI Certificate issued by the appropriate authority and number of staff registered under ESI & EPF separately.(Documentary proof of vouchers may be attached with latest ECRs).
  - 6.Attested copy of valid registration certificate by national and Small Industries corporation(NSIC), if applicable.
- 7. Attested copies of proofs of minimum last three year's i.e.2015-16 to 2017-18 of 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 Attested copies of the satisfactory services where the tenderer is providing the services for each of the last three financial years i.e.2015-16 to 2017-18.
- 8.Attested copy of minimum turnover of the firm not less than **Rs.30,00,000** (Rupees Thirty lakhs) during each of the last three financial years.
- 9. Attested copy of Income Tax(PAN), Service Tax/GST Registration Certificates, TIN Number with bank account details.
- 10. Attested copy of Audited Balance Sheet of the firm for last 3(three years) i.e.2015-16 to 2017-18) by the Chartered Accountant.
- 11. Attested copy that firm/agency must enclose a certificate indicating that there is no criminal legal suit pending or contemplated against it.
- 12. Attested copy of 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.
- 13. Attested copy of valid latest Bank solvency certificate for **Rs. 50.00 Lakh**. The Bank solvency certificate should not be more than six months old.
- 14. Attested copy of valid license to run the business of Private Security Agency/**PASARA in Himachal Pradesh** issued by the appropriate authority for providing security services.
- 15. Copies of proof vide item(P) at page no.6.
- 15. Copy of proof as required in sr.no 17 of Technical Bid Application.

(Note: Only those bidders who submit all requisite documents (as above) as per this tender and secure 45 marks in the technical qualification will be declared as responsive for considering their financial bids.)

All documents should be submitted electronically in PDF format.

(Signature	of	authorized	person
(~1511010110	-		PULBULL

Full Name and Designation :Seal:

Date	:
Place	:

## Schedule -II

## **SCOPE OF WORK:**

# SECURITY SERVICES (WATCH &WARD) ON CONTRACT BASIS AT ICAR-INDIAN AGRICULTURAL RESEACH INSTITUTE, REGIONAL STATION KATRAIN-175129 HP

	Manpower Scheduled			
S.No.	Security Duty Points	No. of Security Guards (24x7)		
1.	Watch & Ward job/work (Security) of main Office, Office Field, Guest House.	03		
2.	IARI Residential Colony premises at Katrain	03		
3.	Security of Naggar Farm	03		
4.	Security of Sarsai Farm	03		
5.	Security of Baragran Farm	03		
6	Security of Training Centre	03		
	TOTAL	18		

Note: The number of manpower are Approximate and may be increased or decreased.

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

The agency/firm shall provide round the clock Security to all areas covered in this tender by deploying full-proof Security measures. The entire campus/open area and the built up area/immovable and movable assests will have to be maintained from security angles. The Duty area, as mentioned under scope of work, of each point with each shift, defined above, shall be manned by a Security guard. There should not be any overlapping of duties of any shift/point. No guard should be deployed for double duty. Some of the important items or situations that have to be covered by security services of the company are enumerated below:

- 1) Regulate access control on all gates; prevent misuse of IARI grounds and facilities by outsiders, neighbouring villages, preventing tress-passing, unauthorized parking, squatting in the Institute Campus. Similar arrangement is also to be made for other locations as stated in this tender document.
- 2) Prevent loss that is on account of lapses in "access control measures" at various Gates of the Institute.
- 3) To check entry of all vehicles, private agencies/cable network operators/vendors/sales personnel/walkers etc. including nuisance elements such as mobs, stray animals & dogs, beggars etc shall maintain record of incoming and outgoing private vehicles which are not possessing IARI authority/Logo.
- Day and Night patrolling on regular basis across the length and breadth of the entire area covered in this tender shall 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.
- 5) To interact with Local Police Authorities or PCR Van to seek Police assistance and to ensure complete safety of the Institutes movable & immovable properties and residents of respective areas.
- 6) Submit daily report to the designated officers.
- 7) Check and keep the record of all incoming and outgoing material through proper challan/gate pass signed by the officer concerned of IARI.
- 8) Undertake fire fighting operations with provided equipment as and when required.
- 9) Prevent trespass in specified areas/offices in the Institute.
- 10) To 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 Security Officer.
- 12) A daily deployment of Security Supervisor and Security guards on duty should be provided to this office.
- 13) A detailed list of Security Supervisors/Security guards/Gunmen along with their photographs attested by the agency including permanent address/police-verification should be provided to the office for record before taking over the charge of security.
- 14) In addition, National Flags at top of the buildings at specific locations is to be hoisted and removed per day as per flag code by the security guard.
- The selected agency shall provide efficient personnel only for Security Services at IARI, RS Katrain strictly as per the charter of duty and terms and conditions mentioned in the tender document. 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 IARI, the IARI 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.
- 16) 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.
- 17) The agency shall provide Communication Facilities(walky-Talky), Metal Detector(as required), Transportation, Lathi, torch, uniform, whistle, reliever charges etc. for smooth functioning of Security Services.

- 17) The Contractor shall not sub-let or further assign the contract.
- 18) The Agency shall have to provide Telephone number for 24 hours for contact.
- 19) The selected security agency for award of contract shall have to execute an agreement with IARI on a non-judicial stamp paper of Rs. 100/-.
- 20) All the concerned Agencies are advised to have a complete inspection/site visit of all the buildings & points before offering rates and they are all welcome for a survey of the area at any time after tender uploading day to the closing date.
- 21) 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.
- 22) To ensure that no unauthorized persons or vehicle get entry into the guarded premises in an irregular manner.
- 23) To ensure safe custody of keys.
- 24) To conduct regular petrol along the specified beats.
- 25) They shall restrict the entry of stray cattle/dogs/Monkeys which get access to the whole campus/guarded area.
- 26) To check pilferage and implement anti-theft measures.
- 27) Check/control/search staff engaged by any other contractor or person having access to the building.
- 28) They shall perform their duties with patience and will give no room for complaint.
- 29) 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 in their operation
- 30) Not to allow any unauthorized persons except the staff members with due permission of the competent authority in the guarded area.
- 31) They shall not permit the visitors to roam around in the buildings.
- 32) To report unusual events in suspicious circumstances occurring in the area of premises.
- 33) To keep record of staff members who are required to sit beyond office hours or attend office on Saturdays/Sundays and Closed Holidays in a register and obtain their signatures.
- 34) To maintain complete record of visitors. The security guards posted at Entrance Gate and Exit gate shall maintain a register and record the name and entry/exit timings of each visitor.
- 35) To attend the inquiry phone no. installed at the reception of both Buildings after the office hour and holiday.
- 36) The above job(s) are only illustrative and not exhaustive. Additional jobs or modifications in the job will be carried out /assigned with the approval of competent authority, IARI.
- The deployed manpower shall sign his attendance in the register designated for the purpose, clearly mentioning his time of arrival and departure. If needed, they will also mark their attendance in the Biometric attendance system (BAS) available in the IARI Units. For enrolment as a contractual worker in the BAS, each guard will submit a copy of his Aadhaar card to the concerned officer in the Centre/unit/Division.
- 38) The deployed Security personnel shall be strictly punctual while reporting to offices/store 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.
- 39) The Security Guard shall immediately inform the Incharge, IARI regarding any unclaimed material /article found in the premises.
- 40) Carry out any other job assigned by the Director/Chief Administrative Officer or his nominee in the interest of Security of the Institute.

## **Terms & Conditions:**

- 1. The tenderer shall invariably ensure the time bound confidential movement related to manpower.
- 2. The Guard shall be able to use fire extinguishers etc in case of fire.
- 3. It should be ensured that the Security Guards preferably ex-servicemen deployed at IARI should possess good physique, vision etc. The Security Personnel have to wear neat uniform (approved by the IARI) supplied by the contractor at his own cost while on duty along with identity cards of the contracting agency.
- 4. The selected agency shall provide necessary personnel at the IARI, as per labour laws prevalent in the NCT of Delhi. The agency shall employ reliable persons with good health in the age group of 21 to 45 years.
- 5. 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 Incharge, IARI.
- 6. The manpower provided shall maintain secrecy and discipline in the premises of IARI, RS Katrain The attire of the manpower should be formal and decent and not in violation of office decorum/decorum. Any deviation will be viewed seriously and liable to penalty as deemed fit by the Institute.
- 7. The manpower deployed shall be capable of reading and writing Hindi and English with a minimum qualification of matriculation or equivalent for Security guards and Security guard with arm. For Security Supervisor minimum qualification is required 12<sup>th</sup> pass or equivalent.
- 8. The service provider (contracting agency) shall ensure that the manpower deployed in IARI should confirm to the age, educational, technical qualification/specification and skill as prescribed by IARI. IARI shall have the right to assess their performance
- 9. The Contractor shall keep a complaint register with his representative, and it shall be open to verification by the authorized officer of IARI for the purpose. All complaints should be immediately attended to by the Agency.
- 10. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
- 11. The Service Provider (Manpower Supply Firm) shall replace immediately any of its personnel who is found unacceptable to IARI because of conflict of interest, incompetence, improper conduct etc. upon receiving a notice from IARI. No association/trade union activities will be allowed by the manpower supplied by the agency.
- 12. Changing of manpower shall be intimated to Head/Security Incharge.
- 13. The Service Provider (manpower supply firm) shall not appoint any sub company/agency to carry out any obligation under the contract.
- 14. The agreement is terminable with one month notice from Institute. If the service provider wants to rescind the contract voluntarily or otherwise, he is required to give a notice of atleast three months failing which the amount of security deposit including any other dues will be recovered from him for making alternate arrangement till the new contract is assigned to the other party.
- 15. In case of termination of this contract on its expiry or otherwise, the personnel deployed by the service provider shall not be entitled to and have no claim for any absorption in the regular/otherwise capacity in Institute.
- 16. The Service Provider (Manpower Supply Firm) shall in no case pay its employees less than the minimum mandatory rates per day/per month in accordance with the minimum wages fixed by State/ Central Govt. at times. (Liable to change every six month i.e. 1st April & 1st October every year)

- and Payment of paid holidays and 26 Jan, 15 August, 2Oct, & 1 May for all dates payments must be provided to manpower by the firm itself.
- 17. The Service Provider shall abide by all the laws of land including labour laws (PF, Income Tax, service Tax or any other extra taxes levied by Govt.) Companies Act, welfare measure of its employees and all other obligation that is being instructed in such cases and are not essentially enumerated and defined herein, though any such burden shall be the exclusive responsibility of the service provider and it shall not involve IARI in anyway whatsoever. Compliance of these provision shall be ensured at the times to making monthly payments.
- 18. That in case service provider fails to make any statutory or contractual payment, then the IARI shall have the right to realize this amount from the Security deposit of the Contractor.
- 19. The monthly pay of the contractual manpower will be paid as per consolidated wages as detailed in **Schedule III** and pay slips will be issued to the manpower by the agency.
- 20. The personnel so provided by the agency under this contract will not be the employees of the INSTITUTE and there will be no employer-employee relationship between the INSTITUTE and the persons so engaged by the contractor in the aforesaid services. They shall be employees of the contractor for all purposes.
- 21. The tenderer should indicate only the service charges to be levied by them (in schedule-III) per point per month for providing services under this contract for the purpose of financial bid. No request for alteration in the service charges once quoted will be entertained within the period the contract is in force. However the total cost of tender would include all mandatory costs as indicated in Schedule-III along with the service charge to be quoted by the firm for providing the services.
- 22. The IARI shall not bear any extra charge on any account whatsoever i.e. EPF and ESI contribution, OTA etc. Monthly wages should be as per the Minimum Wages prescribed by State Govt. Bids quoting 'Nil' consideration/service charges shall be treated as unresponsive and will not be considered.
- 23. 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.
  - 24. Income Tax in respect of individuals(if applicable) will be deducted from the payment due for the work doneas per rule. TDS in respect of contractor will be deducted as per rules applicable from time to time.
- 25. The manpower should not leave their points unless and until the reliever comes. All the registers shall be kept/maintained with Security Inchage, IARI. The personnel engaged by the agency shall be available all the time as per their duty roaster, which agency has to prepare in consultation with Security Incharge and Incharge of the Buildings and they shall not leave their place of duty without the prior permission of the Security Incharge of the IARI. Adequate supervision will be provided by the Security Incharge as nominated by the IARI to ensure correct performance of the said security services in accordance with prevailing assignment/instruction agreed between the two parties in order to exercise effective control and supervision over the staff deployed by the agency.
- 26. **Risk Clause:** IARI 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.

- 27. The service provider agency shall be solely responsible for the redressal of grievances/resolution of dispute related to personnel deployed and INSTITUTE shall in no way be responsible for settlement of such issues whatsoever.
- 28. The contractor/agency will furnish to the INSTITUTE the full particulars of the personnel deployed, including details like name, father's name, age, photograph, permanent address, telephone number etc. and will also ensure the verification of the antecedents of such personnel from their ex-employer/police and also ensure that they possess the requisite academic qualifications as provided at s.no.7 above.
- 29. The tendering agency shall be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the INSTITUTE to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 30. The personnel provided 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 IARI/Security Inchage from time to time. They will be bound by office timings, duty, placement, locations etc., as decided by the IARI.
- 31. The contractor/agency shall make payment of monthly remuneration/wages to its deployed guards/personnel before 7th 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 on the IARI for payment of the settled amount. They will submit to the IARI 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.
- 32. Any loss, theft or damage to the life and/or property of the employees of the IARI and/or property of the IARI 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.
- 33. 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.
- 34. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement which shall be executed between the IARI and successful bidder/contracting agency.
- 35. The INSTITUTE reserves the right to increase or decrease the manpower i.e. security guard, security supervisor and gunmen deployed to the organization.
- 36. The Service charges, to be quoted by the Bidders, should be inclusive of all other expenses required for the day today services (viz.Metal detector(as required), Transportation, lathi, torch, uniform, whistle, Walky-Talky, reliever charges etc).
- 37. The Service charges, to be quoted by the Bidder, shall remain firm/unchanged during the entire contract and no request, on whatsoever ground, shall be considered for any increase in the service charges.

### LIQUIDATED DAMAGES CLAUSES:

- 1. In case of non-satisfactory work noticed by the Competent Authority, IARI, 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 IARI and if no action is taken within **one hour** liquidated damages clause will be invoked.
- 2. The Firm will not charge placement charges and /or on any other account from the guards/manpower deployed at the IARI. 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 guards/manpower on any account.
- 3. Any misconduct/misbehaviour on the part of the guards/manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
- 4. If the number of guards/supervisor (s) are found less than the minimum required under the contact a penalty of Rs.2000/- per guards/supervisor per day will be deducted from the bill.

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

#### FINANCIAL BID (AS PER BOQ)

## For providing manpower preferably ex-servicemen (Security/watch & ward) to IARI, Regional Station Katrain Kullu Valley H.P.-175129

1. Name of the Manpower Company/Firm/Agency/:

Contractor (In Capital Letters)

- i) Registered Address:
- ii) Telephone No.:
- iii) Operating Branch Address in Delhi/New Delhi:
- iv) Contact Person with contact number (duly authorized)
- 2. Details of Earnest Money Deposit Rs. 100000/- (Rs. One lakh only)

DD/PO No. and Date:

Drawn on Bank:

3. The service charges to be charged by the service provider: (AS PER BOO)

S. The	Component of Rate	Amount in	<b>Y</b> )	
No	component of Rute	Whole rupees per point/per		
110		month		
		month		
i.	Daily wage rate including	As per minimum wage at		
	existing Dearness Allowance	the rate fixed by State Govt.		
	(To be quoted by	from time to time		
	the Bidder)			
ii.	Employees Provident Fund @ %	As per Rules framed by		
	of (i) (If applicable, maximum	EPFO from time to time		
	limit being 15,000)			
	(To be quoted by the Bidder)			
iii.	Employees State Insurance @ %	As per Rules framed by		
	of (i)	ESIC from time to time		
	(If applicable). ( <b>To be quoted</b>			
	by the Bidder)			
iv.	GST liability @ % of (i+ii+iii)	As per Rules framed by		
	(If applicable). ( <b>To be quoted</b>	Custom and Excise		
	by the Bidder)	Department From time to		
		time.		
v.	Total mandatory cost per point	(Subtotal of i+ii+iii+iv)		
	per month.			
	(To be quoted by the Bidder)			
vi.	Company"s/Firm"s/Agency"s			 
	service charges to be quoted by	Rs		
	vendor per point per month in	per point per month		
	whole Rupees which will			
	include material/ uniform/			
	transportation/ reliever charges			
<u></u>	etc.			 
	· · · · · · · · · · · · · · · · · · ·	·		 

(Amount to be mentioned in numbers as well as words)

Date: Place:

(Signature of Authorized Person)

Name : Designation: Seal

Note: i.Payments/rates mentioned at Sr.No.3(i),(ii),(iii),(iv) are statutory payments and may be revised at appropriate time as per government orders.

ii. Rate quoted must be as per BOQ only

### **Notes:**

Date

- i) The Service Charges (mentioned in para 3(vi) above) to be charged by the service provider to be quoted separately which will be the criteria for selection of L-1 bidder and remains unchanged during entire term of contract.
- ii) The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower.
- iii) The service charges quoted should not be in percentage; otherwise same will be rejected.
- iv) Department will reimburse all statutory payments as applicable from time to time, in addition to the above payments. The bill to be preferred on a monthly basis. The firm should therefore enclose copies of challans, etc. towards statutory payments made by it for reimbursement.
- v) Prime criteria for selection for award of the contract will be the Service Charges (mentioned in para 3(vi) above) quoted per point/per month (in whole rupees).
- vi) In case of more than one successful lowest bidders (L-1) then work will be awarded to the firm on merit based on credentials of the firm to the satisfaction of Competent Authority of IARI, Pusa, New Delhi.

	Signature of authorized person
	Full Name and Designation
	Seal:
Place:	

### DRAFT SPECIMEN AGREEMENT

1.

time to time.

	This agreement is made at
	Whereas the IARI has decided to assign the annual job work contract for providing (nature of job) :at IARI, New Delhi-12 to the firm on the terms and conditions hereinafter contained.
	NOW IT IS HEREBY AGREED by and between the parties hereto as follows:
	This agreement shall come into force w.e.f(date) and will remain in force for a period for one year but can be terminated by IARI by giving one calendar months" notice in writing of its intentions to terminate the agreement. The agreement can be renewed, on mutually agreed terms for one year.
	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 and gate security purposes and get their character and antecedents verified from the police authorities.
4.	All personnel posted at premises shall at all times and for all purposes be deemed to be employees of the firm and the IARI shall have no liability on this account in any manner.
5.	That the Firm shall ensure that all persons deployed at IARI premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6.	The IARI shall have the right to ask for the removal from its 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 IARI.
7.	The manpower deployed by the agency should work as per the working days and timings of the IARI. 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 NCT of Delhi. Current wages and allowances will be as per <b>Schedule III</b>
9.	Monthly consolidated charges for job/ work contract for providingservices at IARI is as per terms and conditions specified and scope of work as per Schedule-II 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 of 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 ESIC, EPF with the concerned agencies are also to be deposited with the bill.
10	). The deduction of income tax 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

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- 12. That the firm shall provide uniform to its Security Personnel and will issue identity card to each of the workers engaged for entry in IARI premises. And firm is also directed to provide torch, heating appliances for winter season, stationary etc. to the security personnel.
- 13. That the firm shall ensure the successful implementation of the terms and 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 and conditions of this agreement or commits any breach of the contract, IARI shall cancel the contract.
- 15. 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, E.P.F., E.S.1. & M.P. Act, 1952 etc. Firm agrees to indemnify and keep indemnified the IARI on account of any failure to comply with the obligations under various laws or damage to IARI due to acts/omissions of Firm.
- 16. 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 IARI and the firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the IARI 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.
- 17. The contract is subject to the conditions that the firm shall comply with all the laws and bye-laws of Central Govt./ State Govt. / NCT of Delhi as applicable relating to this contract.
- 18. 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.
- 19. The firm shall not transfer its right or sub- contract to anyone else.
- 20. The firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
- 21. 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.
- 22. 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.
- 23. There may be frequent surprise checking by an Officer. Shortcomings, if any, pointed out by him shall be rectified by the contractor within 24 hours of its bringing to his notice.
- 24. The firm shall provide a Co-ordinator for immediate interaction with the organisation.
- 25. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.
- 26. The Service charges, to be quoted by the Bidders, should be inclusive of all other expenses required for the day today services (viz.Metal detector{as required}, Transportation, lathi, torch, uniform, whistle, Walky-Talky etc).
- 27. The Service charges, to be quoted by the Bidder, shall remain firm/unchanged during the entire contract and no request, on whatsoever ground, shall be considered for any increase in the service charges.

### PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE

- 1. In case of non-satisfactory work noticed by the security officer / Competent Authority, IARI, an amount equivalent to two days of contract amount subject to a minimum of Rs. 2500/- will be levied as liquidated damages per day. This would be in addition to normal 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 IARI and if no action is taken within **one hour** liquidated damages clause will be invoked.
- 2. The Firm will not charge placement charges and /or on any other account from the guards/manpower deployed at the IARI. 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 guards/manpower on any account.
- 3. Any misconduct/misbehaviour on the part of the guards/manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
- 4. If the number of guards/supervisor (s) are found less than the minimum required under the contact a penalty of Rs.2000/- per guards/supervisor per day will be deducted from the bill.

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

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

(Name & I Address of the firm)		(For the ICAR-IARI)
Witness: -		
1	2	

### ANNEXURE - X

### **UNDERTAKING**

I/We have read and understood IARI"s General Terms and Conditions contained in the application form. I/We do hereby declare that all the details provided in this application form are true to the best of my/our knowledge and belief and any mis-representation of facts will render me/us liable to any action as may be deemed fit by INDIAN AGRICULTURAL RESEARCH INSTITUTE.

I/We do hereby also accept that IARI have the right to accept or reject this application and not to issue invitation to Tender to me/us.

I/We undertake to communicate promptly to IARI any changes in the condition or working of the firm. It is certified that we have not been blacklisted by any organization of government 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 IARI to approach individuals, employees, firms and corporations to verify our competence and general reputation.

Signature:
Name:
Designation:
Address:
Place:
Date:

## Annexure-A

## **Present Minimum Wages**

(Liable to change as per state govt. orders)

S.	Particulars	Pay & Allowances		Remarks
No		Security Guard		
(i)	(ii)	(iii)		
1.	Minimum Wages w.e.f. 03.04.2018*	Rs.15660/-		
2.	Employees Provident Fund @ 13.16% of 1 (Not to be quoted by the Bidder)	Rs. 2061/-		
3.	Employees State Insurance @ -Nil-			
4.	<b>Sub-total</b> (1+2+3)			
5.	GST liability @of 4			
6.	Total mandatory cost (4+5)			
7.	Total cost for 6 points			
8.	Total cost for 6 points(24x7) for a year (7x12)			

Note: Payments/rates mentioned at Sr.no.3(i),(ii),(iii),(iv) are statutory payments and may be revised at appropriate time as per government orders.