

# **National Institute of Plant Genome Research**

(An Autonomous Research Institution of the Department of Biotechnology,  
Ministry of Science & Technology, Govt. of India)

Aruna Asaf Ali Marg, New Delhi – 110067

(O) 26735165 / 26735170 (Fax) 26741658

No. 4-1/2015/NIPGR/Admn./P-VI

## **NOTICE INVITING TENDER**

Sealed tenders are hereby invited on behalf of Director, National Institute of Plant Genome Research, to hire a highly reputed / well established and professional Security Agency, having at least three years of relevant experience in providing similar types of services. The Agency shall provide personnel for round the clock watch and ward duties in the whole campus of the Institute.

**Name of Work:** Engagement of SECURITY SERVICES at the Institute

<b>EMD (in ₹)</b>	<b>Last date &amp; time for sale of Tender Document</b>	<b>Last date &amp; time for submission of Tender Document</b>	<b>Time &amp; Date of opening of tenders</b>
2,00,000.00	September 24, 2015 up to 5:00 p.m.	September 28, 2015 03:00 p.m.	September 28, 2015 03:30 p.m.

Tender documents can be obtained up to September 24, 2015 till 05:00 p.m. on all working days on payment of ₹1000/- (Rupees One thousand only) in cash (non-refundable) towards the cost of the tender. The same can also be downloaded from the website [www.nipgr.ac.in](http://www.nipgr.ac.in). Tenders downloaded from the website must be accompanied with a Demand Draft of ₹1000/- (Rupees One thousand only) drawn in favour of the Director, NIPGR payable at New Delhi, towards the cost of tender document. In case the tender cost is not submitted, the tender will not be considered.

The agencies based/having their liaison offices in Delhi-NCR and completed either at least three contracts of similar services of annual value not less than ₹35 lakhs with a minimum of 25 guards in each contract, or two contracts of similar services of annual value not less than ₹40 lakhs with a minimum of 30 guards in each contract, or one contract of similar services of annual value of ₹70 lakhs with a minimum of 45 guards, in each of the last three financial years ending March 31, 2015 in Government, Departments / Organizations / PSUs / Autonomous Organizations having educational & residential campus with hostel and housing buildings, besides fulfillment of other requirements, are eligible to apply. The Certificate(s) of Performance should be enclosed duly indicating the period/scope of contract and type of payments received. Further, the tenderer should have a minimum annual turnover of at least ₹70 lakhs for each of the last three financial years ending March 31, 2015.

Intending bidders must enclose copy of documents such as valid Registration with PSARA, PAN, RPFC, ESI Registration, Service Tax Registration, Copy of Income Tax Return for the financial years 2012-13, 2013-14 and 2014-15, etc. with the bids.

Manager

## **TECHNICAL BID**

1. Sealed tenders are invited on behalf of the Institute for hiring a Security Agency for providing security in the Campus of National Institute of Plant Genome Research, New Delhi for a period of one year, and extendable further on mutually agreeable terms subject to satisfactory performance.
2. Prescribed tender form can be obtained from the office of the Administrative Officer from September 3, 2015 to September 24, 2015 between 02.30 p.m. to 05.00 p.m. on all working days on payment of ₹1000/- (Rupees One thousand only) in cash (non-refundable) towards the cost of the tender. The same is also available on the website [www.nipgr.ac.in](http://www.nipgr.ac.in) Tenders downloaded from the website must be accompanied with a Demand Draft of ₹1000/- (Rupees One thousand only) drawn in favour of the Director, NIPGR payable at New Delhi, towards the cost of tender document. In case the tender cost is not submitted, the tender will not be considered. The tender document will be issued only till 05.00 p.m. on September 24, 2015.
3. Tenders placed in sealed covers, shall be received till 03.00 p.m. on September 28, 2015 and shall be opened by a Committee constituted by the Institute for the purpose, at 03:30 p.m. on the same day in the Board Room of the Institute.
4. Tenders are to be submitted strictly in the prescribed format along with supporting documents. No column in the Tender should be left blank. Tender in any form, other than the prescribed form issued by NIPGR shall not be entertained and shall be summarily rejected.
5. The Tender document comprises of three parts, that is, (i) Technical bid (ii) Financial bid and (iii) Conditions governing terms for providing security services. The tenderer shall send sealed Technical and Financial bids in separate envelopes superscribed 'Technical Bid'/'Financial bid' as the case may be. The commercial bids of only those tenderers will be opened who are declared qualified by the Technical Committee.
6. The Tenderer should quote in figures as well as in words the rate and amount tendered by them.
7. When the Tenderer signs a Tender in Indian language, the total amount tendered should also be written in the same language. In the case of illiterate tenderers, the rates of the amount tendered should be attested by a valid witness whose name and address should be stated.
8. At the first stage, the Technical Bids shall be opened in the presence of Tenderers, who may like to be present on September 28, 2015 at 03.30 p.m. The time and date of opening of Commercial Bids shall be intimated later. Only

successful Tenderers, on the basis of the Technical Bid and inspection of establishment concerned or otherwise after assessing the suitability, as deemed fit by the Technical Committee, shall be called at the time of opening of Financial Bid.

9. The Agency along with the tender form should produce the following upto-date clearance certificates. If the tenderer fails to produce/submit attached copies of the below mentioned documents, his tender may be summarily rejected.

(i)	PF Registration Certificate with Delhi / NCR EPFO
(ii)	ESI Registration Certificate
(iii)	Duly acknowledged copy of Income Tax return filed during the previous three financial years ending March 31, 2015.
(iv)	PAN Number (Income Tax Account No.) and TIN (Tax Identification No.)
(v)	Service Tax Number and duly acknowledged copy Service Tax return filed during the previous three financial year
(vi)	TAN (TDS Account Number)
(vii)	Registration No. with The Private Security Agencies (Regulation) Act 2005 (PSARA 2005)
(viii)	Address proof of the Registered office and of the Delhi (Local) office.

10. The Agency shall also furnish details of any legal suit/legal action pending especially with regard to any violation in the PF Act, ESI Act, Labour Laws, Income Tax etc. A certificate to the effect that no liabilities are pending with PF commissioner of the region / area where the agency has valid contracts along with copy of annual EPF returns be submitted with the tender.
11. The agencies based/having their liaison offices in Delhi-NCR and completed either at least three contracts of similar services of annual value not less than ₹35 lakhs with a minimum of 25 guards in each contract, or two contracts of similar services of annual value not less than ₹40 lakhs with a minimum of 30 guards in each contract, or one contract of similar services of annual value of ₹70 lakhs with a minimum of 45 guards, in each of the last three financial years ending March 31, 2015 in Government, Departments / Organizations / PSUs / Autonomous Organizations having educational & residential campus with hostel and housing buildings, besides fulfillment of other requirements, are eligible to apply. The Certificate(s) of Performance should be enclosed duly indicating the period/scope of contract and type of payments received. Further, the tenderer should have a minimum annual turnover of at least ₹70 lakhs for each of the last three financial years ending March 31, 2015.
12. The Agency should also show demonstrable capacity and ability to provide adequate manpower of at least 20 ~ 30 trained security guards at a very short notice (within 12 hours or at such intervals as may be warranted by any urgent situation). In this connection, the Agency should furnish documents or evidence of

having provided 20 ~ 30 trained security guards to its other clients at short notices. The agency should also indicate if it has any valid contract operational within 10 KM radius of the Institute, for easy / urgent transfer of manpower in case of any emergency or urgent demand.

13. The Agency should have round the clock (24x7) Central Control Van registered in its own name/covered under any lease agreement in the name of the Agency with Quick Reaction Team (QRT). A photo copy of registration document/lease agreement/insurance document may be attached.
14. Form 'A' may be duly filled and submitted by the Tenderer and this form shall form a part of the Technical Bid.
15. The Committee assessing the technical capability of the Security Agency may refer to its annual report and annual account of the preceding 3 years. Testimonials with regard to quality of services, response time in emergent situations, availability of trained manpower/ex-servicemen, training facilities etc, will also be referred while considering the tender, as it may deem for.
16. It is preferred that the Agency should have expertise in conducting investigations in the event of theft or any loss/fire etc., happening in the campus when the Security Guards/Personnel were deployed and mechanism for internal surveillance, fire equipments etc., and deploying specific personnel to this effect.
17. The Tender is not transferable under any circumstances.
18. Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the Tenderer.
19. Tenders with revised/modified rates/offer after opening of the tenders will summarily be rejected, and the entire Earnest Money deposit submitted with the tender will be forfeited.
20. The Bid will remain valid for 3 months from the last day for receipt of bids.
21. The Institute reserves the right to accept or reject any or all or any part of the tender without assigning any reason thereof, and the decision of the Institute in this respect shall be final.

**National Institute of Plant Genome Research**

New Delhi – 110067

**Form – A**

(To be put in a separate sealed cover marked  
**‘TECHNICAL BID’**)

Questionnaire to be filled by the Company/Agency applying for tender for  
Security Contract in NIPGR, New Delhi  
(Each response/document must be given with proper reference in the following  
tender document)

1.	Earnest Money Deposit	_____ vide Demand draft No. _____ dtd. _____ drawn in favour of "The Director, National Institute of Plant Genome Research" payable at New Delhi
<b><u>COMPANY PROFILE:</u></b> Please attach separate sheet to include the following information pertaining to Security services only		
2.	Name of the Company	
(a) Has your firm changed its name any time? IF so, when and the reason thereof?		
(b) Head Office / Registered Office		
(c) Complete Postal Address of the Head Office:		
(d) Name & Designation of the Contact Person		
(e) Tel. / Mobile No(s):		
(f) Fax NO(s) & E-mail address		

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3. Complete Postal Address of the Local Office	
(a) Name & Designation of the Contact Person	
(b) Tel/Mobile No(s):	
(c) Fax No(s) & E-mail address	
4. Year of commencement of Business	
5. No. of qualified / trained persons in the particular field:  (i) Supervisors  (ii) Guards (including Lady Guards)  (iii) Armed Guards	
6. Registration No. of the Company/Agency under State/Central govt. under PSARA	
7. Status of the Company/Agency (Ltd., Pvt. Ltd., Partnership or Proprietorship) Attach Details.	
8. PAN	
9. TAN	
10. RPFC – Registration No.	
11. ESI Registration No.	
12. Service Tax Registration No.	
13. Income Tax Return for the last three years ending March 31, 2015	
14. If already registered with Labour Department for engaging a minimum of 45 – 50 employees, then submit a proof. If not, please give reason.  Please submit an undertaking to register in the event of being awarded the contract.	

15. Location of Training School & training facilities. If yes, provide details.	
16. Please provide the details of arms/ammunition available with manpower on your roll.	
17. 24 Hrs Operational central control room. (Details to be stated/enclosed)	
18. (a) Operational Quick Response Team with exclusive (24x7) Central Control Van (Details including registration of the vehicle, etc. to be stated and enclosed)	
19. Please provide the details of the Banker:  (a) Name of the Bank / Branch / IFSC Code  (b) Address  (c) Account Number	



20. List of previous clients in Delhi in the previous financial years i.e. 2012-13, 2013-14, 2014-15. (Please attach additional sheets, if necessary. **The information provided by you will facilitate evaluation of your Technical Bid and shall be kept confidential.**

Name of the Company / Organization	Address	Phone No(s) & Fax No(s)	Period		No. of Persons deployed (Supervisor, Armed Guards & Guards separately)	Value of Contract	Performance certificate from the Employers (Mandatory)
			From	To			

21. List of present (2015-16) clients in Delhi. Please attach additional sheets, if necessary. **(The information provided by you will facilitate evaluation of your technical Bid and shall be kept confidential).**

<b>Name of the Company / Organization</b>	<b>Address</b>	<b>Phone No(s) &amp; Fax No(s)</b>	<b>With effect from (Date)</b>	<b>No. of Persons deployed (Supervisor &amp; Guards separately)</b>	<b>Value of contract</b>	<b>Performance certificate from the Employers (Mandatory)</b>

- The agencies having completed either at least three contracts of similar services of annual value not less than ₹35 lakhs with a minimum of 25 guards in each contract, or two contracts of similar services of annual value not less than ₹40 lakhs with a minimum of 30 guards in each contract, or one contract of similar services of annual value of ₹70 lakhs with a minimum of 45 guards, in each of the last three financial years ending March 31, 2015 in Government, Departments / Organizations / PSUs / Autonomous Organizations having educational & residential campus with hostel and housing buildings, besides fulfillment of other requirements, are eligible to apply.

22. Net Turnover receipts for the previous three years (Copies of the audited reports for the financial years 2012-13, 2013-14 and 2014-15 may be enclosed.

<b>Turnover Receipts</b>	<b>2012-2013 (₹ in Lakhs)</b>	<b>2013-2014 (₹in Lakhs)</b>	<b>2014-2015 (₹in Lakhs)</b>

- The agencies having annual turnover of at least ₹70 lakhs for each of the last three financial years ending March 31, 2015 shall be considered and may qualify for opening of “Financial Bid” after fulfillment of other requirements. Copies of ITRs up to financial year 2014-15 may be provided.

**Note:** If any information given in the technical bid is found false at any stage of assessment, the tender shall be rejected and the entire amount of earnest money deposit will be forfeited by the Institute.



**National Institute of Plant Genome Research**  
**New Delhi – 110067**

**CONDITIONS GOVERNING TERMS FOR PROVIDING SECURITY SERVICES**

1. The tender documents so received will be scrutinized by the committee constituted for the said purpose and the final acceptance of a tender will rest with the Director, NIPGR who does not bind himself to accept the lowest tender, and reserves with himself the authority to reject any or all of the tenders received, without assigning any reason. The decision taken by the Director, NIPGR in this regard shall be final and binding on all parties concerned. The Tenderers not fulfilling the prescribed conditions or incomplete in any manner, are liable to be rejected.
2. Canvassing of any kind in connection with tenders is strictly prohibited and the tenders submitted by contractors who resort to canvassing are liable to rejection.
3. On acceptance of the tender, the name of the authorized representative(s) of the Agency, who will be responsible for taking instructions from the Manager, NIPGR shall be communicated to the Institute immediately.
4. The Agency shall deploy security personnel to provide security of a very high standard. The security personnel to be provided by the Agency shall satisfy the following requirements:-

a. **Security Guards:**

			<b><u>Civilian</u></b>	<b><u>Ex-Servicemen</u></b>
i.	Age	:	Between 21 to 35 Years	Up to 45 years
ii.	Character	:	Good	Very Good
iii.	Educational Qualificatio	:	Minimum Matriculate	Army First class or Matriculate
iv.	Physical Standards	:	Minimum Height 5 ft. 6 inches and Physically fit.	Minimum Height 5 ft. 6 inches and Physically fit.
v.	Minimum Experience	:	One year in a Security Agency.	NIL

b. Supervisors:

			<u>Civilian</u>	<u>Ex-Servicemen</u>
i.	Age	:	Not more than 40 years	Up to 55 years
ii.	Character	:	Good	Exemplary
iii.	Educational Qualification	:	Minimum Graduate	NCO/JCO Rank
iv.	Physical Standards	:	Minimum Height 5 ft. 6 inches and Physically fit.	Minimum Height 5 ft. 6 inches and Physically fit.
v.	Minimum Experience	:	03 years of Supervisory experience in a Security	NIL

Security Staff provided should have knowledge of Fire Fighting, First Aid, Scooter/ Motor Cycle/LMV Driving, etc. All Guards should have working knowledge of HINDI / ENGLISH and Supervisors / Inspectors should have good knowledge of English apart from Hindi.

**NOTE:** All the Security Staff deployed:

- (i) Should be duly trained so as to be fully conversant with security rules and requirements.
- (ii) **Will be accepted after production of sufficient evidence of verification of their character and antecedents by the police. Should be well behaved to serve the students, teachers and staff employees of the Institute.**
- (iii) **Will be interviewed by the Manager, NIPGR prior to the actual deployment in the Institute.**

The Agency shall not deploy any personnel not satisfying the above eligibility conditions.

- 5. The Guards should be supplied in the ratio of 10% Ex-Servicemen and 90% Civilians. The Institute shall be at liberty to change this ratio should the Institute consider this change necessary for better security. The agency should also be able to provide 5% to 10% Lady Guards.
- 6. The Agency shall furnish all the relevant records and details, as and when asked for by the Institute and will also maintain and produce, to the satisfaction of the Institute, the relevant records of all payments made by it to its personnel.
- 7. Before taking up the contract, the Agency shall provide the registration details of the employees who shall be deputed by it to work at the Institute premises and their Provident

Fund (PF) numbers with Universal Account Number (UAN), ESI numbers etc.

8. The Agency shall provide the details of the staff, proposed to be deployed viz., their name, age, father's / mother's name, residential address, contact numbers / mobile numbers, recent passport size photograph, signature and local police clearance certificate. The agency shall issue valid identity cards to all of its staff, such that no worker remains unidentified and is in a position to avail the statutory benefits.
9. The Agency shall provide summer and winter uniforms and other essential equipments to its employees at its own cost. The Institute shall not bear/refund the cost of the Uniform. The style, colour and pattern of the Uniform should be acceptable to the Institute. The Agency shall, at all times provide for at their cost and ensure that the workers are neatly attired in Uniform along with shoes, belts, cap, whistles, jerseys/coat, torches, batteries, batons and such other items as required and necessary for smart turn out of the security personnel, as approved by Institute, with their identity cards properly displayed. Movement in the Institute campus shall be only on account of the bona-fide work and duties delegated to the personnel during their working hours and general discipline and good behavior shall be maintained at all times by the personnel deployed by the Agency.
10. The agency shall be responsible for making payments to all workers through Bank Accounts towards which and passbooks should be opened in respect of all workers by the Agency. All benefits that are accruable to the workers shall be paid through their Bank Accounts only.
11. The Agency shall take Workmen Compensation policy covering all its workmen deputed in the Institute, and submit the same to the Institute. This policy shall be in a joint name of Institute and the Agency with Institute's name as the first party in the policy.
12. NIPGR is exempt from payment of Service Tax as per GoI, Ministry of Finance, Department of Revenue, Central Board of Excise & Customs, Tax Research Unit Circular No. B1/14/2013-TRU dated September 19, 2013, and the Notification No. 06/2014 – Service Tax dated July 11, 2014 issued by the Government of India, Ministry of Finance, Department of Revenue.
13. If the agency/firm quotes 'NIL' charges / consideration the bid shall be treated as unresponsive and will not be considered.
14. The Agency shall not sub-contract any or part of the 'Services' that it provides to the Institute under the contract to another Agency/Contractor.
15. The Agency/Contractor shall pay regular wages to manpower employed by him directly, which shall not be less than the minimum wages, and DA etc., as notified by Delhi Administration from time to time in the presence of Institute's representative by the seventh day of each month.
16. The Agency shall, wherever applicable, comply with the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Provident Fund and Miscellaneous

Provisions Act 1952, ESI Act 1948, Article 24 of the Constitution, Employer's Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act, 1947, Maternity Benefit Act 1961, and Contractor's Labour (Regulations and Abolition Act) 1970, Equal Remuneration Act 1976, Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979 and the modifications thereof or any other laws relating thereto or applicable thereof and the rules made there-under from time to time. The agency shall not take recourse to any kind of deviance from labour laws and other statutory liabilities. It shall execute its work under the present contract with responsibility by following all the norms of the law.

17. The Agency shall keep the Institute completely indemnified against all the liabilities arising due to non-compliance or delay in compliance of any statutory obligations. The Agency shall keep the Institute indemnified against any payment or liability arising out of non-observance of the above mentioned laws/rules and liabilities on account of non-compliance of any other statutory obligation.
18. Any increase(s) in the statutory minimum wages effected by the Delhi Government shall be brought to the notice of the Institute by the Agency from time to time. The Institute shall accordingly enhance the minimum wage rates along with the rate of ESI and PF contribution applicable thereon. However, the remaining charges including any other charge/profit / Service Charges, etc shall remain the same as on the date of the original agreement. The onus of providing the gazette notification regarding enhancement of minimum wages shall lie with the agency.
19. The Earnest Money deposit (EMD) of ₹2,00,000/- (Rupees two lakh only) shall become the security deposit (interest free), if the contract is awarded. Besides the agency shall furnish the interest free Performance Security equivalent to 10% of the work order amount after adjustment of EMD, in the form of demand draft/Fixed Deposit in favour of the Director, National Institute of Plant Genome Research, New Delhi or in the form of Bank Guarantee from a scheduled bank bearing 15 months validity from the effective date of agreement.
20. 50% of the security deposit will be refunded on successful completion of the contract. Balance 50% of the security deposit will be refunded within 3 months after completion of contract and after the agency finally settles payment/transfer of Provident Fund to all its workers deployed in the Institute during the term of the contract.
21. The compensation or other payments, if any, payable by the Agency under the terms of this contract may be deducted from the wage bill of the Agency.
22. Tax at source shall be deducted from all the payments, in accordance with the provisions of Income Tax Act, 1961, or any other relevant Act in force.
23. The Agency shall perform security duties under the overall charge of the Manager, NIPGR or his representative, as designated by NIPGR.
24. If the Agency fails to implement the assigned job or parts of the Standard Operating Procedures to the satisfaction of Manager, NIPGR or any officer nominated by him on any day in any part of the area assigned, the Agency shall be penalized by imposing a



fine of ₹500/- (Rupees Five hundred only) per failure. The penalty shall continue for successive days till the satisfaction of the authorities. The Agency shall provide replacement in case any employee of the Agency is proceeding on leave and this will be at no additional expense to the Institute.

25. None of the employees of the Agency shall enter into any kind of private work at different locations of the Institute during working hours or otherwise, failing which penalty as stipulated in clause 24 above shall be imposed. The employee should not be put in different shifts at other locations and likewise they should not be employed by other Agencies to do so.
26. The Manager, NIPGR or his nominee shall satisfy himself with the security services provided by the Agency and shall certify the same in an appropriate format, along with the monthly bill processed for payments.
27. Bills shall be submitted every month, by the Agency to the Manager, NIPGR for verification on or before the date fixed by the Institute, along with the record/certification to the effect that all the liabilities on account of compliance of the Labour Laws have been discharged.
28. Payment of the Agency's monthly bill shall be endeavoured to be made by the Institute within 10 working days from the date of submission of the bill, subject to there being no dispute or discrepancy in the bill.
29. The Agency shall, at its own expense, comply with or cause to be complied with Model rules for labour welfare or rules framed by the Government from time to time for the protection of health of workers employed directly on the campus. In case the Agency fails to make arrangement as aforesaid, the Institute shall be entitled to comply with the provisions and recover the cost thereof, from the Agency.
30. The Agency shall be solely responsible for all injuries and / or accidents to persons employed by it. It will also cover, through an Insurance Policy, its personnel for personal accident, death, major hospitalization or any other contingency whilst performing the duty. Thus the Institute shall not be responsible to make any payment or to cover up damages suffered by any persons engaged by the Security Agency.
31. The Institute reserves the right to carry out pre-payment/audit and technical examination of the bills including all supporting vouchers, abstract etc. The Institute further reserves the right to enforce recovery of any over payment, when detected.
32. If, as a result of such audit and technical examination, any overpayment is detected, it shall be recovered by the Institute from the bills, submitted by the Agency or from any sums due to the agency. If any under payment is discovered, the amount shall be duly paid to the Agency by the Institute.
33. If, at any time after the acceptance of the tender, the Institute decides to abandon or reduce or increase the number of manpower, for whatsoever reasons, the Institute shall give a notice in writing to that effect to the Agency.

34. The Agency shall have no claim to any payment or compensation or otherwise whatsoever, on reduction, in the required manpower.
35. The agency shall submit an undertaking on the stamp paper of ₹100/- that no criminal case is pending against the agency or against its proprietors in the NCR and anywhere in the country. A statement that, business dealing with the agency has not been banned by any Central / State Government Organization or any inquiry by Vigilance Department or CVC/CBI is pending or being held.
36. The Agency shall, as and when asked for, by the Institute, furnish books of account, wage books, muster rolls, PF returns, and other relevant documents.
37. The payments would be made through monthly bills subject to the satisfactory functioning of the Security Agency. A certificate to this effect would be required to be obtained from Manager, NIPGR and appended with the bills in an appropriate format designed by the Institute. A certificate and check list by the agency stating that the labour laws prescribed by the Government of India have been strictly adhered to and the payment has also been made accordingly, must be enclosed along with the bill. Any dissatisfaction pointed out in the level of service provided by the agency shall be specified with an appropriate penalty, if any levied on the Agency, by the Institute.
38. The Agency shall not, at any time, cause or permit any nuisance in the Institute campus or do anything which shall cause unnecessary disturbance or inconvenience to the members of the Institute. If any security guard deputed by the Agency is found creating any nuisance, then the Agency shall be required to terminate his services (after payment of his dues and arrears), on the specific recommendations of the Institute in writing, explaining the reasons to initiate such an action. The Director, NIPGR may or may not accept such reason. The decision of the Director, NIPGR in this respect shall be final.
39. The Agency shall employ only such persons as are skilled and experienced in the security duties and submit the list of workers so employed as well as their Supervisor/Incharge. The Institute shall be at liberty to object to and require the Agency to remove from the campus any person employed by the Agency who in the opinion of the Institute misconducts or is incompetent or negligent in the proper performance of his duties and such person shall not be employed again in the Institute. The decision of the Director, NIPGR in this respect shall be final and binding on the Agency.
40. All instructions, notices and communications etc., under the contract shall be issued in writing and by hand on-site to designated person/Indian Post (Normal/Speed/Registered Post)/e-mail, to the last place of business of the Agency and shall be deemed to have been served on the date, when in the ordinary course of post, these would have been delivered to the Agency.
41. The Agency shall be solely responsible for the staff deployed by it in all matters relating to their claims etc. It shall indemnify the Institute against any payments to be made under various Labour Laws and for their observance.

42. The Agency shall obtain, at its own cost, all permissions and license etc., under various laws/regulations/rules, as required during the period of contract, in connection with carrying out obligations under this contract.
43. In the event of any loss due to theft or otherwise, on account of negligence of the Agency's employees, the Agency shall make good the loss, either by the replacement of the lost item(s) and/or material by adequate payments, so that the lost item(s) and/or material can be replaced. The decision of the Director, NIPGR in this regard shall be final and binding on the Agency.
44. The deployment of security staff shall be as per the provisions of Labour Laws, and round the clock (24x7) and these will be in three shifts of 8 hrs each, on all the seven days of a week and 366 days in a year. In case of more than 8 hrs duty per day by the same person, extra daily hours will be deducted from the bill of the Agency. No Security Guard/Supervisor will be allowed to perform double duty unless authorized by the Manager, NIPGR and no employee shall work for more than 26/27 days in a month as specified by Labour Laws.
45. The Agency shall comply with all instructions issued by the Institute from time to time. Non-compliance of these instructions will entail penalty, as mentioned under Clause 24 or to be decided by the Institute and the decision of Director, NIPGR shall be final and binding on the agency.
46. The Agency must be a registered Agency and must have license under Contractor Labour (Regulation and Abolition) Act, 1970, a copy of which may be attached with the Technical Bid. In case an agency cannot submit the labour licence, detailed reasons for the same must be mentioned in the technical bid.
47. The guards on duty shall be well behaved, polite and courteous. The qualification and standards be adhered to as said under clause '4'.
48. The guards on duty should be present in their assigned places, guarding the campus/performing the duty assigned to them, and, they should not be found wastefully chatting with one another or reading newspaper or otherwise neglecting their roles of assignments during duty hours.
49. The Agency should have a proper system for checking the guards on duty, day and night for every shift. Records of the same should be effectively maintained and shortcomings, if any, should be immediately rectified. A weekly report to be submitted to the Manager, NIPGR. The Agency should supply Guard Check Books to the guards at its own cost.
50. Once the shift of a particular guard is over, he should not be found on premises chatting / idling with guards/cleaners or outsiders.
51. In case of fire breaking out, the guard on duty shall inform the Fire Brigade immediately. The Security Guards employed by the Agency should be trained by them in the

use of fire detection and alarm system installed in the Institute and also in using fire extinguishers.

52. The Agency shall maintain liaison with local authorities, police and fire brigades.

53. In case it is felt by the Institute that any workman or supervisor of the Agency is not suitable for carrying out the job or for supervision or entangled in any police / legal hassle, or found drinking at work site or in possession of objectionable material or doubtful person / out of bounds person / acquaintance etc., the Agency shall immediately replace the workman/supervisor concerned.

#### **Extension of contract:**

If the Agency is desirous of an extension of contract beyond the present term, under the present agreement, then the Agency should apply in writing to the Director, NIPGR at least 90 days before the expiry of the contract; for an extension for a further period, which may be considered at the discretion of the Institute on the existing rates and conditions.

#### **Determination of contract:**

- (a) In the event the Agency commits breach of any of the terms and conditions, herein contained and /or required to be observed by it, the Institute shall be at liberty to terminate this contract by giving two months notice and without assigning any reasons. Moreover apart from it, the Institute shall be entitled to forfeit amount of the security deposit or any part thereof.
- (b) In the event the Agency commits any serious breach of any of the terms and conditions, herein contained and /or required to be observed by it, and when the security of the campus is under threat/endangered, then the Institute shall be at liberty to terminate this contract by giving 48 hours notice and without assigning any reasons. Moreover apart from it, the Institute shall be entitled to forfeit amount of the security deposit or any part thereof.
- (c) In case of any accident/damage etc., caused due to the negligence of the staff deployed by the Agency, the loss shall have to be made good by the Agency.
- (d) The work of the Agency shall be reviewed by the Manager, NIPGR every quarter, wherein a senior executive of the Agency is required to be present.
- (e) All office and other equipments, such as torches, cells, lathis, tables, chairs, pens, pencils, registers and other such items, shall be arranged by the Agency at its own cost for their staff. The Agency, for discharging their duties and responsibilities as per the contract agreement, will not utilize any facility available at the Institute offices, unless otherwise agreed to in writing by the Institute.
- (f) The Agency shall provide gunmen (armed guard) as per the requirement of the Institute. Licensed guns shall be provided by the Agency to its security guards.
- (g) In the event of any dispute on the functioning of the contract, the same shall be referred to a mutually acceptable Arbitrator, to be nominated by the Director, NIPGR. If for any reason(s), the reference cannot be made by the Director, NIPGR, then there shall be no reference to Arbitration. In such an eventuality, the decision of the Director, NIPGR shall be final. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act 1996. The place of Arbitration shall be Delhi and the decision of the

Arbitration shall be final and binding.

- (h) The Agency shall be fully responsible and settle all issues / claims viz retrenchment benefits, PF, Gratuity, Livery, Leaves, E.S.I. etc., during the period of the pendency of this contract, to its workers as per law, and acknowledgement submitted to the Institute. On expiry of the contract, the security deposit shall be refunded only after fulfillment of these obligations.
- (i) The Agency shall pay, and continue to fulfill, during the currency of contract all statutory requirements applicable, as per rules and law, regarding payment of gratuity/retrenchment benefits etc. It shall keep the Institute indemnified against such claims and any claims that may arise in future.
- (j) The Agency shall be fully responsible and liable for payment and settlement of all the matters arising out of the decisions of the Labour Court or any other court of law, Tribunal/Board with regard to employment of the workers and payment of the benefits to them. The Agency shall depute its representative in Labour court or any other court of law, and shall be solely responsible and liable for the cost of such litigation. The Institute shall not be responsible and shall not bear any cost of such litigation.
- (k) The Agency further agrees to absolve the Institute from all the liabilities in regard to any statutory enactments to the extent applicable to the service provided by the Agency. It is clearly understood that should the Institute be called upon to make any payment to any authority, the Agency shall reimburse such amounts to the Institute whether such liability arises during the currency of this agreement or after expiry of the period of this agreement. If there would be any claim on the Institute for any default of the contractor or its employees committed during the operation of this Agreement, the Agency shall pay the Institute such amount on demand without protest.
- (l) That no right, much less a legal right shall vest in the Agency's workers / employees to claim/ have employment or otherwise seek absorption in the Institute, not the Agency's workers / employees, shall have any right whatsoever to claim the benefits and / or emoluments that may be permissible or paid to the employees of the Institute. The workers / employees will remain employees of the Agency at all times and this shall be solely the responsibility of the Agency to make it clear to their workers before deputing or work at the Institute. Such a stipulation shall also be mentioned in the appointment letter or any similar document which may be issued to workers / employee of the Agency.
- (m) All/any dispute(s) arising from this agreement shall be subject to the jurisdiction of Delhi courts.

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## **DUTIES AND RESPONSIBILITIES OF THE SECURITY GUARDS AT NIPGR CAMPUS**

The Agency shall provide Security to the Institute deploying fail-safe Security measures providing early warning and mobilizing trouble shooting elements. The items/situations that have to be covered by Security Services of the agency are enumerated below:

1. To provide round the clock security services at NIPGR campus, to ensure security of movable and immovable property of NIPGR against theft or damage. They should take full responsibility on thefts and losses of properties and take immediate action to restore the articles or damages.
2. To check people on entry / exit from all the gates and maintain visitors record.
3. Thorough checking of incoming and outgoing material against proper Challan / Gate Pass duly signed by the authorized signatory and maintain proper record thereof.
4. To ensure that no hawker, marketing person or vendor is allowed in the campus, without permission.
5. To bring to notice any suspicious activity observed during discharge of duties by security guards.
6. To attend fire fighting operations, i.e., capable of handling fire hydrants, wet risers and attending to fire alarm system whenever required.
7. To respond to phone calls before and after office hours / holidays and also during working hours if the situations warrants. A record of important calls received during the said period to be maintained and inform the concerned authorities.
8. Safe custody of keys of main doors, rooms inside the building / office vehicles etc., and issue to the authorized and designated officers / persons only. Also safe custody of duplicate keys of all locks, including that of all hostel rooms and other places for use in exigencies / emergencies.
9. To switch off and switch on electrical switches, closing of water taps etc. after office hours in coordination with House Keeping and Electrical Maintenance Staff.
10. To switch on and switch off the lights installed on top of the building in the Campus.
11. To receive dak/material pertaining to the Institute at the main gate and arrange for its distribution to concerned officers / staff / students through administration of the Institute.
12. To convey message, whenever received, to the concerned officials and to receive urgent mails / telegrams before and after office hours and on holidays.
13. To regulate incoming and outgoing traffic at all the gates and ensure that no vehicle is parked in front of the gates and also ensure proper parking of vehicles in the designated parking area of the Institute.

14. To keep record of arrival and departure of staff cars / vehicles.
15. To switch on and switch off the water motors and water boilers, as and when required.

## **FINANCIAL BID**

1. Rate per month for 8 hours duty each (while quoting the rates, all statutory & labour law requirements of Central Government / Delhi Government, such as, Minimum Wages Act of Delhi State, ESI Act, EPF Act 1952, etc. must be adhered to). Payments will be released by NIPGR only after submission of the documentary evidence by the agency in respect of the above mentioned statutory/labour law requirements.
2. Presently total requirement of security personnel is 44 (forty-four only) {35 (thirty-five nos.) Security Guards, 03 (three nos.) armed guards (Gun Man), 03 (three nos.) lady guard and 03 (three nos.) Supervisors}. Variation in the number of persons deployed on security duty depending upon requirement, may be made for which the payment will be made on actual basis:

i) My / our rate (on monthly basis in lump-sum) for providing security arrangements:

₹. _____ Rupees _____ _____ )
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Sl No.	Particulars of Security Personnel	No. of Security Personnel	Rate per month	Amount (₹)
1.	Supervisor			
2.	Armed Guards (Gun Man)			
3.	Guards (including Lady Guards)			
A complete breakup of the above amount including basic wages, ESI, EPF, Service charges, etc., should be provided by the Agency separately.				

3. Terms of Payment - On monthly basis (after completion of assignment and furnishing the required documents)
4. I / we declare that the above mentioned quoted rates will remain valid for one (01) year from the commencement of contract agreement and in no case shall I / we demand any increase of rates (other than as mentioned above) on any ground whatsoever. The terms and conditions as indicated in the instructions to Tenderers are acceptable to us.

Yours faithfully,

Dated

(Seal & signature of the Tenderer)

Name.....

Position.....

Postal Address.....

Phone No.....