

#### **E-TENDER DOCUMENT (TWO BID SYSTEM)**

## FOR PROVIDING WATCH AND WARD (SECURITY) ON JOB CONTRACT BASIS AT ICAR-NIVEDI, BENGALURU.

#### TENDER ENQUIRY NO. 5-518/P&S/NIVEDI/2019-20

#### TENDER PUBLISHED AT WEBSITE:

https://eprocure.gov.in

https://www.nivedi.res.in

CPPP Helpline No: 1800-3070-2232

Tel: 080-23093100, Fax: 080-23093222

Contact Details: Asst.Administrative Officer ICAR- National Institute of Veterinary Epidemiology and Informatics, Ramagondanahalli, Yelahanka, Bengaluru – 560 064.

#### **E-TENDER NOTICE**

#### F. No. 5-518/P&S/NIVEDI/2019-20/

Dated:28-07-2020

## SUB: Tender to be quoted as per Central Government Minimum Wages Act for providing "Annual Watch & Ward (Security) Services on job contract basis" at ICAR-NIVEDI, BENGALURU.

- The Director, ICAR-NIVEDI invites online OPEN TENDER IN TWO BID SYSTEM 1. through e- procurement method from reputed firms with adequate experience and financial capability for providing Watch & Ward (Security) services on Annual Job contract basis at ICAR-NIVEDI, Ramagondanahalli, Yelahanka, Bengaluru. tenders/bids online Eligible firms may submit of CPP Portal (http://eprocure.gov.in/eprocure/app.) from Tenders are required to submit all other documents online before tender closing date.
- 2. The tender form/bid documents downloaded be from the may https://eprocure.gov.in/eprocure/app and our website www.nivedi.res.in. Online submission Bids through Central Public of Procurement Portal https://eprocure.gov.in/eprocure/app is mandatory. Manual/offline bids shall not be accepted in any circumstances.
- 3. ICAR-NIVEDI will not be responsible for any delay in enrolment or submission of the offer/up-loading the offer on above mentioned e-procurement portal for any reason whatsoever. Hence vendors are advised to register in the e-procurement website <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> & enrol their Digital Signature Certificate (Class-III) and upload their quotations well in advance to avoid last minute problems.
- 4. Any changes/corrigendum/extension of last date in respect of above tender shall be issued on our website www.nivedi.res.in and website <u>https://eprocure.gov.in</u> only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit the above websites to keep themselves updated.
- 5. The Director, ICAR-NIVEDI, Bengaluru may at his/her discretion, extend this date and such extension shall be binding on tenderers.
- 6. The Director, ICAR-NIVEDI, Bengaluru reserves the right to accept or reject any or all the tenders either in full or in parts without assigning any reason.
- 7. Link: eprocure.gov.in
- 8. The rates quoted shall be valid for a period of one year from the date of award of Contract (AoC)/Work order.
- 9. Estimated cost is Rs.60,00,000/- approximate per annum

#### 10. CRITICAL DATE SHEET (SECTION)

TENDER NUMBER	F.No. 5-518/P&S/NIVEDI/2019-20
Description of work	Job contract for providing 'Annual Watch & Ward (Security) Services' for 5 security points round the clock (24 hours) in accordance with the highest standards of allied services and as per the terms and conditions specified in the Tenders including all administrative expenses, two sets of uniform, lathis, whistle, torch lights, baton, identity card, raincoats, umbrellas etc and , specially covered all acts and taxes etc., as applicable from time to time.
Type of tender	Open Tender in Two Bid System
Bid submission start date and time	28-07-2020 at 16.00 hrs. onwards
Bid submission end date and time	18-08-2020 up to 13.00 hrs.
Date and time of opening of tenders (Technical bid)	19-08-2020 at 14.00 hrs.
Date and time of opening of Tenders (Financial bid)	Will be intimated later
BID VALIDITY	120 days from the date of Technical Bid opening
EMD (To be submitted to ICAR- NIVEDI before 18-08-2020 13.00 hrs.)	Rs.1,20,000 (Rupees One lakh twenty thousand only) in the form of Demand draft/Bankers Cheque in favour of the ICAR UNIT-NIVEDI a/c payable at Bengaluru
EMD VALIDITY	120 days from the date of Technical Bid
TENDER FEE	Rs. 1000/- (Rupees One Thousand Only) (non- refundable) in the form of Demand draft/Bankers Cheque in favour of the ICAR UNIT-NIVEDI a/c payable at Bengaluru.
SECURITY DEPOSIT (SD)	10% of the total contract value (Annual) shall be
PERFORMANCE SECURITY (PS)	deposited to Director, ICAR-NIVEDI at the time of work agreement by the successful bidder.
DETAILS OF TENDER	Tender documents and Notice is also available on ICAR-NIVEDI www.nivedi.res.in

11. Scope of the proposed work and other requirements connected to the contract, including formats of the bids, terms and conditions of the contract, etc. are enclosed to this Tender Invitation, as per the following details:

11.1	Letter of Invitation	ANNEXURE-I
11.2	Scope of work	ANNEXURE-II
11.3	Instructions to Bidders	ANNEXURE-III
11.4	Check List for Technical Bid Evaluation	ANNEXURE-IV
11.6	Schedule to tender	ANNEXURE-V

11.7	Certificate	ANNEXURE-VI
11.8	Tender Acceptance letter	ANNEXURE-VII
11.9	Advance Tender search	ANNEXURE-VIII

12. The entire tender document including all Annexures, except the Financial Bid in Annexure VI, will be part of the Technical Bid which also must contain the scanned copy of EMD document and all other requisite documents called for in the tender. All the required documents along with Tender document (page No. 1 to 26) are to be serially numbered and uploaded on CPP Portal (<u>http://eprocure.gov.in/eprocure/app</u>). Please quote your rates in BoQ excel file, save the file and upload the same along with required documents, Tender fee EMD etc. Special instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal can be downloaded from CPP Portal (<u>www.eprocure.gov.in/eprocure/app</u>).

Yours faithfully,

#### (N.NARAYANASWAMY) ASST.ADMINISTRATIVE OFFICER

#### Copy to:

1. The Officer I/c (Computer), ICAR-NIVEDI, Bengaluru for uploading on ICAR-NIVEDI Website.

2. PA to Director for kind information.

Note: All communications must be addressed to 'The Director' ICAR-NIVEDI, Bengaluru-560 064.

#### ANNEXURE-I

NOTE : All communications must be addressed to the Director, ICAR-NIVEDI, Bengaluru-560 064

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE JOB CONTRACT FOR PROVIDING OF "ANNUAL WATCH & WARD (SECURITY) SERVICES AT ICAR-NIVEDI, BENGALURU-64.

#### LETTER OF INVITATION

From
The Director,
ICAR-NIVEDI,
Bengaluru.

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Dear Tenderer,

Online bids are hereby invited on behalf of the Director, ICAR- NIVEDI, Bengaluru for providing of Annual Watch & Ward (Security) Services on job contract basis" at ICAR-NIVEDI, Yelahanka, Bengaluru. The terms and conditions of the contract are detailed in the tender document. Please submit your offer if you are in a position to provide the requisite services in accordance with the requirements stated in the attached Annexures. Submit all your documents both relating to Technical and Financial bid online only before tender closing date.

- 1. Non-transferable tender document containing details for the job contract for providing of "Annual Watch & Ward (Security) services at ICAR-NIVEDI, Bengaluru and its premises, terms & conditions of contract, etc can be downloaded from the website: https://eprocure.gov.in/eprocure/app. Online through Central Public Procurement submission of bids Portal (https://eprocure.gov.in/eprocure/app ) is mandatory. Manual/offline bids shall not be accepted under any circumstances. The tender fee of Rs.1000/- should be paid in the form of Demand draft drawn in favour ICAR-UNIT NIVEDI A/c payable at Bengaluru and a scan copy of Demand draft should be uploaded in the Cover-1.
- 2. An earnest money of Rs.1,20,000/- (Rupees One lakh twenty thousand only) must be deposited in the form of Demand draft/Pay order (not Cheque) drawn on ICAR-

UNIT, NIVEDI, payable at Bengaluru on or before the last date/time of filing /submission of the online bids on the portal. The tenders will not be considered if the earnest money deposit is enclosed with the tender. The original demand draft should be submitted to the Administrative Office on or before the due date. However, the bidder has to upload scan copies of Pay orders/Demand draft of earnest money deposit with online e-tender. The online tenders received without scan copies of prescribed EMD will not be considered. The bidder has to submit earnest money deposit (also known as bid security) except those who are registered with the National Small Industries Corporation, NSIC. The EMD of all the unsuccessful bidders will be refunded after the contract has been awarded to the successful bidder without any interest thereon. The earnest money will be liable to be forfeited in case the successful bidder refuses to accept the contract within the stipulated time.

- 3. The firm, after submitting tender, will not be permitted to withdraw their offer or modify the terms and conditions thereof. If the firm fails to observe and comply with the foregoing stipulation, EMD will be forfeited. In the event of the offer made by the firm not being accepted, the amount of EMD will be refunded, in the manner prescribed by the Institute.
- 4. Director, ICAR-NIVEDI 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, not mandatory to be communicated to the Tenderer. His decision will be final for any aspect of the contract and binding on parties. Disputes arising, if any, on the contract will be settled at his level and will not be referred to arbitration.
- 5. Acceptance of the offer will be communicated by email/ fax/ letter or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the email/ fax / letter should be acted upon immediately.

6. Essential documents/information required for technical evaluation of bids are detailed in Annexure **IV** should be submitted without fail, if not the same will be rejected.

Yours faithfully,

(N. NARAYANASWAMY) ASST.ADMINISTRATIVE OFFICER

#### (A) SCOPE OF WORK:

**Providing Annual Watch & Ward (Security) Services at ICAR-NIVEDI, Bengaluru.** 

- To provide watch & ward services round the clock to the property and installations of the ICAR-NIVEDI, Ramagondanahalli, Yelahanka, Bengaluru-560 064.
- guarding, regulating, checking, recording and reporting the information about incoming and outgoing materials to and from the ICAR-NIVEDI, Bengaluru premises strictly as per delivery challans and gate passes issued by the competent authority.
- regulating, checking, recording and reporting the information about the incoming and outgoing personnel including visitors, outsiders, contractors and their labour, casual workers and Institute's employees etc.
- regulating the entry of the employees into the premises and exit of the employees at the close of the office.
- restricting the entry of unauthorized persons in to the premises. This clause, however subject to the approval of the Director, The Administrative Officer or any other authorized officer/officer for the purpose to be obtained in advance.
- keeping vigilance towards such information, which are vital for security of the premises and reporting to the management;
- reporting and helping in extinguishing the fire and other mishaps;
- any other duties that are assigned by the Director/Admn. Officer, ICAR-NIVEDI, Bengaluru from time to time.

#### **INTRODUCTION ABOUT THE INSTITUTE**

The National Institute of Veterinary Epidemiology and Disease Information is one of the constituent units of the Indian Council of Agricultural Research (New Delhi) situated at Ramagondanahalli, Yelahanka, Bengaluru-560 064. The Institute has 20.00 acres of land having boundary wall and situated within the ICAR-IVRI CAMPUS having boundary wall with barbed wire through the boundaries. The campus of the Institute comprises of Main Administrative Building, Biosafety Laboratory, Laboratory Block, Training cum Farmers Hostel, Effluent Treatment Plant, Type –IV 2 residential quarters, Type-III 4 residential quarters, Type-VI one residential quarter etc.

The premises is well equipped with highly sophisticated equipments. Diesel Generator Set of 500 KVA & 250 KVA are installed in the premises to cater to the

power requirements during power failure. The Institute has one main gate with sentry room in the entrance.

The Institute has a total strength of about 120 at present including RAs/SRFs/JRFs/Outsourcing staff. The Institute will be frequently visited by a number of trainees/farmers from all over the Country for attending the various training programmes. The Institute has 4 vehicles in all including oneSX4 Maruti Staff Car, Tavera, One Mini Bus and one Motor bike.

The desired number of security points is as follows: -

- 1) Main campus Gate -1
- 2) Back Yard -1
- 3) Biosafety Laboratory -1
- 4) Residential Quarters -1
- 5) Training cum Farmers Hostel -1

The desired points may increase or decrease depending on the need of the Institute.

# (B) Terms and conditions of the Contract for providing Annual Watch and Ward (security) services on job contract basis at ICAR-NIVEDI, Bengaluru (For Locations mentioned at Annexure-II)

- 1. The Watch & Ward staff should follow strict attendance and alternative arrangements are to be made by the agency whenever any of Security Guards/Supervisor is on leave under intimation to this office. Changing of Security Guards/Security Supervisor should be intimated to In charge Security.
- The Director, ICAR-NIVEDI reserves the right to reject any or all quotation in whole or in part without assigning any reason therefore. The decision of Director, ICAR-NIVEDI shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.
- 3. The Security Guards/Security Supervisor employed shall maintain secrecy and discipline in the premises of Institute.
- 4. The Security Guards/Security Supervisor deployed shall be capable of reading and writing Kannada, Hindi and English with a minimum qualification of Middle Standard.
- 5. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of ICAR-NIVEDI for the purpose. All complaints shall be immediately attended to by the Agency.
- 6. Two sets of uniform with colour specifications and pattern approved by the ICAR-NIVEDI shall be supplied by the contractor to the workers at his own cost and it shall be ensured that the working staff etc are in proper uniform while on duty.
- 7. The agreement is terminable with one month notice on either side. The contractor shall not sublet the work without prior written permission of the ICAR-NIVEDI.

- 8. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
- 9. The selected agency shall provide the necessary personnel for ICAR-NIVEDI as per labour acts. The agency shall employ good and reliable persons with robust health and clean record whose antecedents are duly verified by the Police Department and properly trained in handling firefighting equipments preferably in the age group of 21 to 50 years.
- 10. The Supervisors engaged by the Agency may be only with proven record of service. In case any of the personnel so provided by the agency is not found suitable by ICAR-NIVEDI, the ICAR-NIVEDI shall have the right to ask for his replacement without giving any reason thereof and the agency shall on receipt of a written communication will have to replace such persons immediately.
- 11. The persons so provided by the agency under this contract will not be the employee of the Council and there will be no employer-employee relationship between the NIVEDI and the person so engaged by the contractor in the aforesaid services.
- 12. Payment for service contract will be made monthly upon submission of pre-receipted bill along with EPF, ESI Challan copies and GST challan copies of previous month.
- 13. Payment to the employees deployed by the contractor shall be made by 7<sup>th</sup> of every month through cheque/electronic transfer to their bank account only in the presence of Nodal officer nominated by this Institute. No cash payment under any circumstances will be allowed.
- 14. After physical inspection of the site, details of assessment/requirements of personnel for providing security services at NIVEDI shall have to be furnished along with the tender. For any clarification(s) as to the tender/scope of work or inspection of the campuses/premises, the prospective bidders may contact Officer-in-charge Security, ICAR-NIVEDI, Bengaluru-560 064 with prior appointment on any working day between 10.00am to 4.00 p.m.
- 15. The rates (service charge only) to be quoted should include cost of each and every item including all administrative expenses, two sets of uniforms, Lathis, whistle, Torch lights, batons, identity cards, Rain coats, Umbrella etc. The ICAR-NIVEDI shall not bear any extra charge on any account what so ever. No request for alteration in the rates once quoted will be permitted within one year.
- 16. This Institute shall fix basic wage+ VDA for full month per Security Guard/Security Supervisor as per the latest minimum wages approved by the Ministry of Labour and Employment, Govt. of India with a provision to modify the minimum wages as and when revised by the Ministry of Labour and Employment, Govt. on. India . This Institute will also pay Employer contribution of EPF & ESI at the applicable rates.

# 17. In accordance with O.M. No.29(1)/2014-ppd dated 28-01-2014 of Department of Expenditure, Ministry of Finance, bids quoting 'NIL' service charges shall be treated as unresponsive and will not be considered.

18. The contractor shall discharge all his legal obligations in respect of the guards/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 and provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the Council 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 Director, ICAR-NIVEDI shall be final and binding on the contractor.

### 18. Income tax as per 94C of Income Tax Act and TDS as per GST Act will be deducted from the payments due for the work done as per rule.

- 19. The Security Guards/Security Supervisor shall not leave their points unless and until reliever comes for shift duties. Supervisor will maintain all the registers, which are kept at concerned section and the register on request by the staff of ICAR-NIVEDI to be provided only on the instructions of the officer Incharge (Security), Director & Administrative Officer.
- 20. The Contractor must employ adult labour only. Employment of child labour may lead to the termination of the contract.
- 21. The contract is subject to the conditions that the tenderer will comply with all the laws and acts of Central Govt./State Govt. relating to this contract made applicable from time to time.
- 22. The contractor shall have sole discretion to decide on employing, rewarding or terminating the services etc., of his employees. However, his employees must possess such qualifications, experience, age requirement and medical and physical standards as required for the work awarded to the contractor.
- 23. The security agency should pay the monthly wages to the guards deployed at this Institute on or before 7<sup>th</sup> of each month, as required under contract labour act, irrespective of the fact that the bill payment is received by agency from ICAR-NIVEDI or not.
- 24. The contractor will have to make payment of wages for two consecutive months, even without receiving payment from ICAR-NIVEDI, Bengaluru.
- 25. The day-to-day working of the guards will be observed by ICAR-NIVEDI, Bengaluru.
- 26. The contractor shall provide to each of his employee an identification card which shall have his photograph verified by the contractor, his name, place of work and name of the contractor.

- 27. The contractor shall provide full particulars of each employee including their antecedents verification etc. employed by him along with photograph duly attested before start of the work and from time to time. He will also endorse a copy of returns furnished by him to the labour department under the contract labour (Regulation and Abolition) Act 1970.
- 28. In case of theft of the property of ICAR-NIVEDI, the agency shall have to bear the cost of such material lost subject to final report of police and any other agency to be ordered by the Director, ICAR-NIVEDI, Bengaluru whose orders will be final.
- 29. Statutory rules like Minimum wages act, weekly off etc are to be strictly followed and the agency is solely responsible for any labour problem arising due to any deviation of the rules.
- 30. The security agency shall provide security services at the rate agreed upon round the clock in 3 shifts running from 6.00 AM to 2.00 PM, 2.00 PM to 10.00 PM and 10.00 PM to 6.00 A.M. The Security Supervisor of the agency should be present to supervise the security work invariably between the shifts from 6.00 AM to 2.00 PM, 2.00 PM to 10.00 PM and 10.00 PM to 6.00 AM.
- 31. The Security Supervisor/Security Guard deployed shall work only for one shift of 8 hours duty only. At any cost no Security Supervisor/Guard shall be allowed to do overtime duties.
- 32. Risk clause: Director, ICAR-NIVEDI reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied with 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 rising a separate claim.

N.B: The price bid should be submitted online in the "BOQ format of Excel file" only as available in the Tender Notice in CPP Portal (<u>http://eprocure.gov.in</u>).

#### INSTRUCTION TO BIDDERS

- The bid uploaded on the portal must contain the scanned copy of EMD and all other requisite documents called for in the tender. Bid is to be uploaded on CPP Portal (<u>www.eprocure.gov.in/eprocure/app</u>). Special instructions to the Bidders for the e-submission of the bids online through this e-Procurement Portal can be downloaded from CPP Portal (<u>www.eprocure.gov.in/eprocure/app</u>).
- 2. No conditional bid will be accepted. The EMD will be refunded to the unsuccessful bidders as soon as possible after a final decision has been taken on the Tender and to the successful bidders after furnishing the required Security Deposit for the contract.
- 3. The tender must be in the prescribed formats only and shall be accompanied with all other necessary documents. The service charges has to be indicated in Indian Rupees both in words and figures (in the prescribed proforma of Financial Bid/BoQ) and there shall be no correction or overtyping etc. The offers with any corrections/deviation in prices with words/figures shall be summarily ignored. The conditional offer(s) shall, in no case, be accepted.
- 4. The ICAR-NIVEDI will pay the bill inclusive of GST, EPF & ESI and the contractor shall remit the EPF, ESI, GST etc and furnish the proof of such payments to ICAR-NIVEDI every month.
- 5. Income tax as applicable shall be deducted from the Bills by this Institute and would be directly remitted to the government exchequer as per Government of India orders in force and as amended from time to time. However, copies of challans for said Tax Deductions at Source (TDS) would be provided to the Contractor.
- 7 The bidder must possess a valid registration of establishment, Valid licence obtained from the Police department to provide watch & ward (security) services in Bengaluru, PAN, Goods & Service Tax Registration, EPF, ESI etc (as applicable) at the time of bidding and bidder should provide all the copies of the same along with the bid.
- 8 The past performance of the bidders with user Departments will be important criterion in evaluating the bid. The Director, ICAR-NIVEDI reserves the right to

reject all or any of the quotations and decision of the Director, ICAR-NIVEDI in the matter shall be final and binding.

- 9 The successful bidder shall have to deposit 10% of the total bid amount (calculated annually) as Security Deposit and within the time frame indicated by the ICAR-NIVEDI.
- 10 No interest on Security deposit and Earnest Money Deposit shall be paid by the ICAR-NIVEDI to the tenderer.
- 11 The firm/agency/registered contractor is being permitted to give tenders in consideration of the stipulations on his art that after submitting his tenders, he will not rescind from his offer or modify the terms and conditions thereof. If the tenderer fail to observe and comply with the foregoing stipulation the EMD will be forfeited by the Director, ICAR-NIVEDI, Bengaluru. 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 too him without interest, in the manner prescribed the Director, ICAR-NIVEDI, Bengaluru.
- 12 The security deposit shall be valid till all contractual obligations are fulfilled by the firm. The same shall stand forfeited in case of cancellation of the contract for any breach of contract or for any deficiency in the performance noticed during the period of the contract.
- 13 The bid is liable to be ignored if complete information as required is not given therein or if the particulars asked for in the tender is not submitted/fully filled in. person signing the tenders or other documents must ensure that he is an authorized person on behalf of the firm to do so. The person signing the tenders 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 order and if on enquiry it appears that the person so signing had no authority to do so, the ICAR-NIVEDI 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 annexures, if any should be serially numbered, signed and submitted by the Tenderer through online.
- 14 Acceptance by the ICAR-NIVEDI will be communicated by FAX, email, speed post or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the FAX, email/speed post letter et. Should be acted upon immediately.
- 15 Successful tenderer will have to enter into a detailed contract agreement with the Institute on non-judicial stamp paper of Rs.100/-.
- 16 In accordance with O.M.No. 29(1)/2014-PPD dated 28-01-2014 of Department of Expenditure, Ministry of Finance, bids quoting NIL service charges shall be treated as unresponsive and will not be considered.

#### 17 **ELIGIBILITY CONDITIONS**:

a. The agency should have at least five years of experience in execution of contract for Providing Watch & Ward (Security) services on Job contract basis in reputed Govt./Semi Govt. undertaking & other establishments etc.

b. Turnover for the last 3 (three) years should be at least 1.0 Cr. minimum per annum. Balance Sheet/Profit & Loss account duly certified by the Chartered Accountant indicating the Turnover per annum should be enclosed.

undertaken and completed Watch & Ward c. The agency must have (Security) Services for Administrative / Secretarial Work/House Keeping to the 75.00 lakh. and extent of Rs. above in central / State Govt. Department/Institutions/reputed organization during the last 3 (three) years and copies of documents in support of the above should be enclosed.

d. Registration of GST.

e. Registration with EPF Department.

f. Registration with ESI department.

g. Registration of the establishment under shops and establishment act obtained specifically for providing Watch & Ward (Security) services

h. Valid license issued in the recent past by the office of the Central Labour Commissioner for providing Watch & Ward (Security) services on Job contract basis.

i. Valid licence as on date of the invitation for E-tender obtained from the Police Department, Govt. of Karnataka for licence to engage in the business of private security agency for providing security services in Bengaluru.

j. Client list.

k. Registration with Income Tax department (copies of PAN & IT returns for the last three years).

1. The Agency should enclose copies of the payment made to its existing Watch & Ward (Security) personnel for the last two months in terms of wages through Bank, and copies of ECR in respect of EPF/ESI remittances made pertaining to the local area operations in support of the condition (individual statements to be enclosed).

m. The Registered Office or one of the branch offices of the service provider company should be located in Bengaluru.

n. The service provider company shall submit affidavit stating that the company is not /has not been black listed by any Institute/Ministry/Department of

Government of India/State Government/ Private Sector companies/PSUs/Banks etc.

o. The above documents are mandatorily required based on which the evaluation of Technical Bid (Annexure-IV) will be made. In case any of the mandatory information is not furnished along with the valid supporting documents, the Technical Bid (Annexure-IV) is liable to be rejected. Financial bids of only those firms, whose technical bids are found responsive, will be opened on <u>specified date/time</u>, fixed by the office with advance intimation to the responsive bidders through the website or any other mode of communication.

"Past experience of NIVEDI/other ICAR institutes with agencies providing watch and ward services is one of the criteria for technical evaluation of the tender"

**18 Evaluation of the quotation/tender:** 

(a) The Institute will evaluate and compare the quotations determined to be responsive i.e. which are properly signed fulfil all the eligibility conditions, confirm the terms and conditions and meet the minimum wages and other statutory requirements. The Institute will award the contract to the responsive bidder whose service charge and other charges if any put together is the lowest. In case two or more firms have quoted same service charge which considered to be lowest then;

(i) Based on average annual turnover of the last three years as per audited Profit and loss account duly certified by the Chartered Accountant the firm with higher turnover will be given preference and award the contract.

(ii) If the turnover is also the same for two or more firms, then the firm with long existence in the specific field will be given reference and award the contract.

- 19 In case of successful bidder does not accept the work within 15 days from the date of receipt of work order, the offer made shall be deemed to be withdrawn without any notice and EMD will be forfeited.
- 20 Details of essential documents required for bid evaluation of bids are provided in the Annexure-IV.
- 21 The contract shall normally be awarded for a period of one year from the date of award of work (AoC) or any shorter period that may be decided by the Director, ICAR-NIVEDI, Bengaluru. The contract will be strictly monitored as per scope of work given in Annexure-II in respect of minimum standard defined in the said Annexure. In case any short comings or deficiencies are noticed during the contract period or any other contractual dispute the contract can be terminated by giving one month notice in advance. The decisions of Director, ICAR-NIVEDI, Bengaluru in this regard shall be final and binding.
- 22 If the contract is terminated on the grounds of glaring shortcomings or deficiencies during its tenure including extended tenure, if any, the ICAR-NIVEDI, Bengaluru shall have all rights to make suitable arrangements for a period of 45 days from the

date of such termination or till a new tender is finalized whichever is earlier and the difference in cost, if any will be borne by the firm/agency/contractor.

- 23 The rates quoted by the bidder shall be fixed for a period of the contract and no request for any change/modification shall be entertained before expiry of the period of the contract.
- 24 It is the obligation of the contractor./agency/firm to follow the minimum wages issued by the appropriate government under minimum wages act. The ICAR-NIVEDI, Bengaluru shall have no liability, financial or otherwise, for any harm/damage/injury caused to the staff deployed by the contractor/agency in the course of performing work of this ICAR-NIVEDI, Bengaluru. Neither the firm/contractor/agency nor its staff shall have any claim on ICAR-NIVEDI, Bengaluru for compensation or financial assistance on this account.
- 25 It shall be the responsibility of the contractor/agency/firm to comply with all the provisions of Acts, statutory requirements and Government instructions. If any statutory provision of any statute is violated in general concerning the work force employed and in regard to welfare of the guards engaged for the work in particulars, then the Security Deposit will be confiscated and agency/contractor/firm will be blacklisted.
- 26 That no right, much less a legal right shall vest in the contractor/agency/firm to claim/have employment or otherwise seek absorption in the ICAR-NIVEDI, Bengaluru nor the contractor personnel shall have any right whatsoever to claim the benefits and/or emoluments that may be permissible or paid to the employees of the ICAR-NIVEDI, Bengaluru. The guards will remain the employees of the firm/agency/contactor and will be the solely responsibility of the firm/agency/contractor to make it clear to their staff before deputing on work at ICAR-NIVEDI Bengaluru.
- 27 The staff of the firm/contractor/agency shall not claim any benefit/compensation/regularization/absorption of service from the ICAR-NIVEDI, Bengaluru under the provision of Industrial disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 etc.
- 28 The firm/contractor/agency or its staff shall not divulge to any person any details of office, operation process, technical know-how, security arrangements, administrative and organizational matters as all of these are confidential in nature.
- 29 The firm/contractor/agency shall ensure proper conduct of its staff in office premises and enforce prohibition of consumption of alcoholic drinks/drugs, chewing of pan/gutka, smoking while on work. The staff to engaged should be in the age group of 21 to 50 years and shall be robust health and clean record.
- 30 The damage caused, if any, to ICAR-NIVEDI, Bengaluru property through the acts of the agency/contractor and /or by its staff shall be made good by the firm/agency/contractor and decision of the ICAR-NIVEDI, Bengaluru in this regard shall be final/binding. In case of any dereliction of duty, gross neglect and unintended damage caused by contractor or its staff or otherwise any harm done to the ICAR-NIVEDI, Bengaluru its properties, designated officials or other employees, the contractor/agency shall be liable to make good the loss or pay compensation, reimburse expenditure on legal/judicial proceedings as well as pay penalty which the Director, ICAR-NIVEDI, Bengaluru may deem fit.
- 31 The firm/agency/contractor shall keep himself fully informed of all acts and laws of the Central and State Government, all orders, decrees of statutory bodies,

tribunals having jurisdiction or authority, which in any manner may affect their engaged or employed persons and anything related to carry out the work. All the rules & regulations and bye-laws laid down by the local bodies and any other statutory bodies shall be adhered to, by the contractor, during the execution of work.

- 32 The firm/agency/contractor shall be responsible for necessary personal safety of the workers/labour employed on the site. This office does not take/accept any responsibility for the disputes that may arise between the labour and contractor during the execution of the work.
- 33 Any injury/accident/death to the worker/labour during the contract period shall be the total responsibility of the contractor/agency and the compensation etc payable under the labour laws shall be paid by the contractor/agency/firm.
- 34 The firm/agency/contractor shall not appoint sub-contractor to carry out any obligation under the contract and under such case agreement will be declared as void and such act of contractor will be taken as breach of the contract and resultantly his security deposit shall be forfeited and contract shall be terminated.
- 35 The firm/agency/contractor is supposed to execute work on all days and as such there shall not be any separate payment for working on Saturdays, Sunday or other gazetted/national holidays etc.
- 36 Director, ICAR-NIVEDI, Bengaluru reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the ICAR-NIVEDI, Bengaluru for any justifiable reasons, not mandatory to communicate to the Contractor.
- 37 The Firm/Agency/Contractor shall abide by all laws of the land including labour laws, companies act, tax deduction liabilities, welfare measure of its workers/labour and all other obligations in such cases and are not essentially enumerated and defined herein, whatsoever.
- 38 The ICAR-NIVEDI, Bengaluru reserves the right to ask and required the contractor to remove any person deployed by him without assigning any reason/notice.
- 39 The Firm/Agency/Contractor shall be responsible for the good conduct and behaviour of their staff. If any employee of the Agency/Contractor is found misbehaving with the ICAR-NIVEDI staff or other staff of agencies working in the campus of ICAR-NIVEDI, Bengaluru the Firm/Agency/Contractor shall immediately withdraw such staff forth with at their own risk and responsibility. The contractor shall issue necessary instructions to its personnel to act upon the instructions given by the OIC-Security, ICAR-NIVEDI, Bengaluru.
- 40 Any dispute arising out of and in relation to this agreement shall be referred to the Director, ICAR-NIVEDI. His decision will be binding on the contractor.
- 41 The duration of the job contract shall be initially for a period of one year and may be extendable for a further period of one year (total two years) on same rate, terms & conditions if the performance of the Firm/Agency/Contractor is found satisfactory and willingness by the firm/agency/contractor to continue on mutually agreed terms. The job contract can be terminated even earlier by ICAR-NIVEDI, Bengaluru by giving one month prior notice in writing on account any of the following reasons:
  - a. On account of unsatisfactory performance
  - b. Breach of contract clauses
  - c. Persistently neglecting to carryout is obligations under the contract

44. The contractor shall have no claim to compensation for any loss sustained by him by reasons of having deployed personnel or purchased machines and material for the contract work.

#### 45. Mode of payment:

I. The agency shall submit monthly bills along with list of personnel actually engaged and their individual bank accounts with proof of depositing the wage amount to their accounts.

**II.** While submitting the 2<sup>nd</sup> month bill the agency must provide the details of the individual account numbers of EPF/ ESI and the contribution made to the accounts of workers actually engaged pertaining to the previous month, only then the subsequent bill of the agency will be passed for payment.

III. The Institute shall make such payments by e-banking to the bank account of the agency after deducting income tax at source only if all the above clauses are complied with in true letter and spirit.

46. <u>Security deposit & Agreement:</u> The successful bidder will be required to deposit @10% of annual billing amount immediately as Security Deposit in the form of DD/bank guarantee issued from approved financial institution with validity covering the contract period and an agreement to this effect duly signed on nonjudicial stamp paper of value of Rs. 200/- to the Institute within 2 weeks from the date of award of contract. Financial instrument with solvency certificate from such bank will not be accepted. The security deposit will be refunded to the agency only after satisfactory completion of the contract or adjusted against any liabilities / damages or loss of property etc., caused by the personnel deputed by the agency or agency itself. No interest is payable on the security deposit.

47. The Agency is advised to do a complete survey on its own of all the area / activities of the institute before offering rates.

48. Any dispute arising out of this contract is subject to adjudication under the jurisdiction of Bangalore city court only.

#### 49. LIQUIDATED DAMAGES CLAUSE:

- 1. An amount equivalent to two days of contract amount, subject to a minimum of Rs.500/will be levied as liquidated damages per day. Whenever and wherever it is found that the work is not up to the mark. it will be brought to the notice of the supervisory staff of the firm by NIVEDI and if no action is taken within one hour liquidated damages clause will be invoked.
- 2. Any misconduct/misbehaviour on the part of the manpower deployed by the agency will not be tolerated and such person(s) will have to be replaced immediately.

The Director, ICAR-NIVEDI, Bengaluru reserves the right to reject any or all tenders in whole or in part without assigning any reasons thereof. The decision of Director, ICAR-NIVEDI, Bengaluru shall be final and binding on the contractor/agency in respect of any clause covered under the contract.

#### **CHECK LIST FOR BID EVALUATION**

The online bids (complete in all respect) must be uploaded online in two covers as explained below:-

S1. No	Document	Content	Upload the PDF scanned copy
1.	Technical bid	Scanned copy of Tender Fee/its exemption, if any	Page No
2.		Scanned copy of Bid security (EMD)/its exemption, if any	Page No
3.		Certified scanned copy of EPF/ESI/GST/PAN Registration	Page No
4.		Signed and scanned copy of valid registration certificate of establishment in <b>"Form C" or appropriate forms</b> obtained specifically for providing Watch & Ward (Security) services from the Department of labour.	Page No
5.		Signed and scanned copy of valid licence obtained from the Police Department to provide Watch & Ward (Security) Services in Bengaluru	Page No
6.		Signed and scanned copy of CA certified balance sheet for the last three financial years with a minimum turnover of not less than 1.00 Cr (Rupees One crore).	Page No
7.		Duly certified copies of the satisfactory services where the tenderer provided the same services for the last two years	Page No
8.		Check list for bid evaluation as per Annexure IV	Page No
9.	1	Schedule to tenders (As per Annexure V)	Page No
10.	]	Certificate as per annexure-VI	Page No
11.		Signed and scanned copy of Tender Acceptance Letter (Annexure-VII).	Page No
12.		Signed and Scanned copy of previous three years Income-tax / Service tax return	Page No

#### **COVER-1** (Following documents to be uploaded as PDF file)

13.		Number of manpower registered under ESI & EPF contribution with the concerned authority and furnish the latest documentary proof.	Page No
14.		Self-certificate of not being black listed by other state government/central govt. establishments/autonomous bodies of Govt. of India/Corporation of Govt. Of India,/Reputed Public or private Organizations/ICAR Institutes in the past	Page No
01	FINANCIAL BID	PRICE BID (BoQ) to be filled in XLS format	Page No

### • Only those firms/agencies/registered contractors who qualify in the technical bid shall be considered for opening of the FINANCIAL BID (BoQ)

NOTE: PHOTOCOPIES OF ALL THE NECESSARY DOCUMENTS ALONG WITH TENDER DOCUMENT DULY SELF ATTESTED MUST BE SERIALLY NUMBERED AND ATTACHED FOR THE PURPOSE OF TECHNICAL EVALUATION, IF NOT THE SAME SHALL BE REJECTED.

#### SIGNATURE OF THE TENDERER WITH STAMP

#### SCHEDULE TO TENDERS:

2)	Name of the Firm/Agency/Registered contractor	
a)	Full address with Post Box No. e-mail and	
b)		
	Telephone No., Mobile No.	
c)	Constitution of the Firm/Agency (Attached	
	сору):	
	Indian Companies Act, 1956, Indian Partnership	
	Act, 1932 (Please give names of partners) Any	
	other Act, if not the owners.	
d)	For Partnership firms whether registered under	
	the Indian partnership Act-1932, Please state	
	further whether by the partnership agreement to	
	arbitration has been conferred on the partner	
	who has signed the Tender	
(I)	If answer to the above is in negative whether:	
	there is a general power of attorney executed	
	by all the partners of the firm authorizing the	
	partner who has signed the tenders to refer	
	dispute condemning business of the partnership	
	to arbitration.	
	(ii) If the answer to above is in point one and	
	two: the affirmative please furnish a copy of	
	either the partnership agreement or the general	
	power of attorney as the case may be. The copy	
	should be attested by a Notary Public or its	
	execution would be admitted by affidavit on a	
	properly stamped paper by all partners.	
e)	Name and full particulars of Bank, account No.	
	Branch code, IFSC etc	
f)	Permanent account No. (PAN) GST	
g)	Any other relevant information	

Date:

Place

AUTHORISED SIGNATORY

#### (CERTIFICATE TO BE GIVEN ON LETTER HEAD AS PART OF TECHNICAL BID)

To, The Director, ICAR-NIVEDI, Bengaluru-560 064.

Sir,

It is confirmed that I/we have fully understood in the scope of work and all other requirements for providing of 'Annual Watch & Wards (Security) Services on job contract basis ' at ICAR-NIVEDI< Bengaluru-560 064.

1. I/We have understood that total quantum of work by going through the tender document and /by visiting the campuses at ICAR-NIVEDI, Bengaluru. I/we gathered all information needed to understand the requirement of this contract work as per the details given in the prescribed annexures of the tender documents.

2, I/We have hereby agreed to the terms and conditions of the contract as detailed in the tender documents and if given an opportunity to execute the contract work, then agree to execute an agreement.

3. I/We undertake that the documents enclosed herewith are genuine and no material/facts have been concealed or suppressed.

4. I/We undertake that there are no legal suit/criminal cases pending against our firm for violation of contract and labour act or other laws as applicable and there is no criminal/legal suit pending or contemplated against us.

5. We also understand that the contract is liable to the cancelled if found to be obtained through fraudulent means or by concealment of information/facts.

6. This offer is made to be valid for acceptance by ICAR-NIVEDI, Bengaluru within 90 days from the date of opening of the technical bid.

(Signature of authorized representative of the Firm/Agency/Contractor) Stamp/Seal of the Firm/Agency/Contractor

#### Annexure VII

#### TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

Date:

To,

10,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

- 2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_\_to \_\_\_\_\_(including all documents like annexure (s), etc ., which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- 3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
- 4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

- 5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
- 6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal

#### Advance tender search in Central Public Procurement Portal

### Website





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Tenders by organisation	Department	Indian Council of Agricultural R		lork/Item Title								
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**Advanced Tender Search** 

Tender Type ---- Open Tender/Single/Limited/etc. Organization ----

Department of Agricultural Research and

Education Department Indian Council of Agricultural Research, DoARE, MoA

**Division NIVEDI-Bengaluru – DoARE**