



भा.कृ.अ.प.—राष्ट्रीय लीची अनुसंधान केन्द्र
ICAR-NATIONAL RESEARCH CENTRE ON LITCHI
मुशहरी प्रक्षेत्र, मुशहरी मुजफ्फरपुर, (बिहार)
Mushahari Farm, Mushahari, Muzaffarpur- 842002 (Bihar)
Contacts: Ph: 0621-2281160 Fax: 0621-2281162 Website: www.nrclitchi.org.



File No.- 13-1(01)/C&B/2016-2017/Security Contract

Dated: 17th January, 2017

Tender Form for providing **SECURITY CONTRACT** as required to be implemented at ICAR-NRC for Litchi, Muzaffarpur as per **Tender Notice No-NRCL-Work Contract/2-2017/**

- | | | | |
|----|--|---|-----------------------------|
| 1. | Cost of Tender Form- | - | Rs. 1000/- only |
| 2. | Last Date of issue of tender document | - | 14/02/2017 till 01.00 hrs. |
| 3. | Last Date of Submission of tender documents- | - | 15//02/2017 till 04.00 hrs. |
| 4. | Opening of Tender | - | 16/02/2017 at 11.00 hrs |

TERMS & CONDITIONS

Sl. No.	Terms & Conditions
1.	On behalf of Secretary, ICAR, New Delhi, ICAR-National Research Centre on Litchi, Muzaffarpur (Bihar) a constitution unit of Indian Council of Agricultural Research, Ministry of Agriculture, Government of India invites sealed tender from Interested Firm/Contractor/Security Agencies for Security Contract . The terms and conditions of the contract which will govern any contract made are those contained in the General conditions of contract applicable to the contracts placed by the ICAR-NRC on Litchi and the special terms and conditions detailed in the Tenders forms and its schedules. Please submit your rates in the Tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules as Annexure-I
2.	Details of Deposit of E.M.D. & Security Deposit Amount: 1. Earnest Money Deposit (E.M.D.) - Rs. 1,00,000/- (Rupees One Lakh only) 2. Security Deposit – Rs. 2,00,000/- (Rupees Two Lakh only). Note: 1. Demand Draft drawn in favour of “ICAR Unit-NRCL, Muzaffarpur , payable at State Bank of India, Mushahari Branch, Muzaffarpur . The Tenders will not be considered if earnest money is not deposited with the Tenders. No interest on security deposit and earnest money deposit shall be paid by the ICAR-NRC on Litchi to the Tenderer. 2. Security Deposit will be required to be furnished within two weeks from the date of award of contract, failing which the work order may be cancelled. No interest on security deposit and earnest money deposit shall be paid by the ICAR-NRC on Litchi, Muzaffarpur to the Tenderer.
3.	The Tenderer is being permitted to give Tenders in consideration of the stipulations on his part that after submitting his Tenders, he will not resile from his offer or modify the terms and conditions thereof. If the Tenderer fail to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by the ICAR-NRC on Litchi. In the event of the offer made by the Tenderer not being accepted, the amount of earnest money deposited by the Tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the ICAR-NRC on Litchi, Muzaffarpur (Bihar)

4.	The tender is liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tender is not fulfilled. Individual signing the tender or other documents connected with the contract may specify whether he/she signs it in the capacity of (i) as sole proprietor of the firm or constituted attorney of such sole proprietor of (ii) a partner of the firm if it is a partnership in which case he/she must have authority to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm it is a company.
5.	In case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to sign such and if, on enquiry it appears that the persons so signing without authority, the Institute/Council will cancel the contract and hold the signatory liable for all costs and damages. Each page of the tender and the schedules to the tender and annexure, if any, should be signed by the tender(s).
6.	The original copy of the tender is to be enclosed in double cover . The inner cover should be sealed. The outer cover should be superscribed " Tender for <u>SECURITY CONTRACT WORK at ICAR-NRC on Litchi, Muzaffarpur.</u> The tender shall place 02 (Two) envelopes clearly marked technical bid and financial bid separately in the main envelope. [Single bid should not be accepted]. Right is reserved to reject outstation tenders. All Tenders should be sent by Registered Post. Tenders to be hand delivered should be put in the Tenders box, which will be kept in the administrative wing of the The Director, ICAR-National Research Centre on Litchi, Mushahari Farm, Mushahari, Muzaffarpur (Bihar) as per the mentioned dated
7.	The rates quoted by each firm must be as per Security Services norms and assuring the minimum wages on lumpsum annual basis/monthly basis both in words and figures failing which the same is liable to be rejected. You are at liberty to be present or to authorize a representative to be present at the time of opening of the Tenders. The name and address of the representative who would be attending the opening of the Tenders on your behalf should be indicated in your Tenders. Please also state the name and address of your permanent representative and your Bank Account No. with Bank Name, Branch Code & IFC Code.
8.	ICAR-NRC on Litchi does not pledge itself to accept the lowest or any other Tenders and also reserve to itself the right of accepting the Tenders in whole or in part of the Tenders. You are however at liberty to Tenders for the whole or any portion or to state in the Tenders that the rates quoted shall apply only if the Tenders are considered fully. Other conditional Tenders will not be accepted.
9.	The VAT or any other tax made available after awarding the contract shall be payable by contractor and ICAR-NRC on Litchi will not entertain any claim whatsoever in this regard. The service tax or any other tax which is as per the rule of the Govt. of India shall be paid by the agency itself to the concerned department. The Institute will deduct only TDS from the monthly bills of the successful tenderer as per the rule/ instructions made applicable from time to time by Government
10.	The Director, ICAR-NRC on Litchi reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the ICAR-NRC on Litchi, for any justifiable reasons, not mandatory to be communicated to the Tenderer. The contract will be initially for a period of one year extendable for a further period of 02 years (total 03 years) on year to year basis, subject to satisfactory performance of the contractor/vendor & his/her willingness to continue. In cases of extension there shall be no revision of rates.

11.	The Security contract will be initially for a period of one year extendable for a further period of 02 years (total 03 years) on year to year basis, <u>subject to satisfactory performance of the contractor/vendor & his/her willingness to continue.</u>
12.	(a) In case of any loss or damage done to the property of the ICAR-NRC on Litchi, Muzaffarpur by the Security Guard provided by the agency for Security Contract duties at ICAR-NRC on Litchi, full damages will be recovered from the Agency and decision of the competent authority of ICAR-NRC on Litchi shall be a binding on him. (b) Since these all are essential Security purpose works and in case of non performance of the duties/work upto the requirement a penalty clause for deduction of amount either per day basis or lum sump on monthly basis will be effected.
13.	The unit rate of works must be inclusive of minimum wages as notified by State/Central Govt. whichever is higher should be quoted along with other statutory obligations. Revision in Minimum wages and VDA from time to time may be kept in view while quoting the rates & making payment to the workers by the Contractor. No enhancement will be given on the amount of midterm enhancement of wages by State/Central Government during the contract period.
14.	Your Security Guards/Supervisors should be covered under all the statutory requirement like ESI, EPF, etc by you and you shall comply with all the formalities in this regard. You should pay minimum wages as prescribed by the law to your staff. We will have right to inspect your books/registers/documents as the need arises in relation to the matters referred in this paragraph. We will also have right to make recoveries from your compensation, if any legal authorities impose penalties/recoveries on us due to your non-compliance of any such provision referred herein. The details of deposition of EPF & ESI of minimum 50 engaged person should be attached with tender documents.
15.	You must notify to institute the number of security guards engaged by you for rendering the services referred herein. It is clearly understood and agreed by and between the parties that we will not be held responsible or be liable under any laws that are in force and that may come in force from time to time, in respect of the personnel engaged by you and you will be solely responsible for their terms and conditions of services, safety claims etc.
16.	You will be solely responsible to comply with any legal requirements that may arise of this contract and also in respect of the Security Personnel engaged by you for fulfillment your contractual obligations set out herein. It is understood and agreed that you will provide decent uniforms, safety equipments and shoes to your employees. It is your responsibility to have then periodically checked medically so as to ensure that medically fit staff is deployed at our station. Copy of fitness certificate of each period may be produced to office.
17.	The <u>Security Guard should be sound health and fit for security work.</u> The contractor has to keep a full time supervisor during the working hours to execute the work smoothly including Sweeping and Cleaning Works at this centre as per work order.
18.	<u>The Security Agency has to ensure the payments to his security guards within 1st week of every month and submit the payment details [ESI, EPF and wages salary sheet] to the office.</u> The office will only entertain your bill of current month for payments with proof of payments details only. It is clearly understood and agreed upon that either yourself or your employees engaged will not have any claim or employment with us at any point of time and this arrangement is purely a time bound contractual agreement between you and the centre.
19.	The Director, ICAR-National Research Centre on Litchi, Muzaffarpur on behalf of the Secretary, ICAR, New Delhi reserves the right to cancel the work order at any time without assigning any reasons, if the work is not found satisfactory and not

	fulfills any terms and conditions as mentioned in this Tender Paper.
20.	Decision of the Director, ICAR-NRC on Litchi, Muzaffarpur will be final for any aspect of the contract and binding to all parties. Disputes arising, if any, on the contract will be settled at his/her level and will not be referred to arbitration.
21.	In case of any accident/causality of Security personnel during duty hours, the entire liability is to be born by contractor. The Centre will not be held responsible in any manner, for injury/damage caused, if any, to the contractual workers deployed by the contractor for completion of work under the contract. In case of any accident/causality to contract personnel during duty hours, the entire liability to be borne by Agency.
22.	The Security Agencies will arrange the payment of his security personnel engaged by him and other benefits to his workers as per <u>“The Contract Labour Regulation Act”</u> or any other applicable law timely and regularly. The Agency will be fully responsible for compliance of rules and regulations issued by Labour Commissioner time to time regarding minimum wages and deposit of E.P.F., E.S.I. and service tax, etc every month within scheduled time. Centre will not be responsible or liable in case of any irregularity/anomaly in this regard. <u>The agreement will be terminated by giving clear 30 days advance notice in writing.</u>
23.	The contractor has to follow strictly and comply with the Govt. Labour laws and will also be solely responsible for providing information to the Labour Commissioner concerned of the Central Govt./State Govt. about the deployment to this centre from time to time.
24.	If agencies want to withdraw their services at their accord, they can do so only after giving 03 months prior notice in advance failing which the centre will have the right to recover one month payment in lieu of notice from your bill /EMD.
25.	The contractor has to ensure the payment to their worker after completion of work well in time before 7 th of next month irrespective of the official procedure as per Minimum Wages as per Central or State Government rates whichever is more. A copy of payment statement may also be furnished to the office for official records.
26.	This centre will not admit any bill for incomplete/ partial work, the work which has not been performed within specified period. The monthly payment on the basis of daily deployment (<u>NO WORK NO PAY</u>) has to be ensured only except 26th January, 1st May (Mazdoor Diwas), 15th August and 2nd October
27.	Latest order for minimum wages insured by Office of the Chief Labour Commissioner @, Govt. of India has been attached into be complied with. Any wages revision in the order is also to be complied with.
28.	The Security Personnel to be deployed by the Agency shall not have any right to claim any employment at any time for any reason whatsoever and the ICAR-NRC on Litchi shall have no responsibility or liability, in this regard. The deploy contractual work personnel shall always be on the Rolls of the Agency.
29.	Agency shall execute the agreement on Non-judicial Stamp Paper value of Rs. 100/- (Rupees One Hundred only)
30.	The agency/contractor will be held solely responsible in the case of violation of rules (The Contract Labour Regulation and Abolition Act 1970 & 1971) in any manner in this regard. Any legal dispute out of this contract/order would be dealt with the jurisdiction of Patna High Court only.
31.	Following Document/Vouchers are required to be enclosed with the tender form which are the terms & conditions of the tenders documents: <ol style="list-style-type: none"> 1. Registration Certificate/Security Certificate of the Firm under the Security contract of the Government of Bihar. 2. Last 03 years continuous experience of the firm in the field of providing such services in Central/State Government. 3. Certified balance sheet of the firm for the last year of the service contract by

	<p>the Chartered Accountant. (C.A.)</p> <ol style="list-style-type: none"> 4. Duly certified copies of the satisfactory services where the tenderer is providing the services of the last 03 years. 5. Employee EPF Registration Certificate (Validated) 6. Employee ESIC Registration Certificate (Validated) 7. Registration with contract labour (Regulation and Abolition) Act, 1970. The contractor shall obtain the labour license under this contract. 8. Numbers of Workers/Supervisor registered under EPF/ESIC. Minimum 50 Nos. (Workers/Supervisor) required with their EPF/ESI contribution. Documentary proof of vouchers to be required and may be attached. 9. Service Tax Registration Certificate issued by Government, etc. 10. Certified copy of Adhar Card, PAN Card and Details of Bank Account.
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GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF THE CONTRACT FOR PROVIDING OF SECURITY SERVICES AT ICAR-NRC ON LITCHI, MUZAFFARPUR (BIHAR)

- **Scope of Work:** The work of providing of security services at ICAR-National Research Centre on Litchi, Muzaffarpur (Bihar) shall have to be undertaken without causing any damage to the ICAR/NRCL properties. In case, any damage is caused by the workers/guards deployed by the contractor to do the work of maintenance of security at Office/Farm/Residential Campus. The same shall be made good by the contractor. The agency shall also have to ensure that there is no theft of the movable/immovable property including planting material and farm produce at Office and Farm Campus. In case any such theft occurs, the responsibility for the same shall rest with the agency and the agency shall have to replace the loss caused to the NRCL on account of such theft. For this purpose, the agency shall keep strict vigil on all entry points with a view to preventing entry of unscrupulous elements into the Complex.
- The contractor shall not sublet the work without prior written permission of the NRCL, Muzaffarpur.
- The contract can be terminated at any point of time if the services of the firm are not found satisfactory. In such an event, the work of maintenance of Security at Office and Farm Campus of NRCL, Muzaffarpur shall be got done from other source at the expenses of the defaulting firm.
- All the **personnel deployed** will perform their duty in **proper uniform and will maintain a smart turn out**. The agency shall, **at its own cost, provide suitable uniforms (both Summer and Winter) to the personnel with identity cards**
- **All essential items for security services personnel like search light, Torch, Lathi, Cycle and Whistle etc. will be provided by the agency at its own cost without any extra charges.**
- The Tenderers should indicate only the rates proposed on the basis of man power to be deployed under the contract. No request for alteration in the rates once quoted will be permitted within one year.
- The agency shall employ good and reliable persons with robust health and clean record preferably within the age group of **25 to 50 years**. In case any of the personnel so provided is not found suitable, the NRCL shall have the right to ask for their replacement without giving any reasons therefore and the agency shall on receipt of a written communication, will have to replace such persons immediately.
- **The rates to be quoted should include cost of each and every item including transportation cost, manpower cost etc. The NRCL shall not bear any extra**

charge on account of wages hike etc. on any account whatsoever i.e. EPF contribution, Uniform, Liveries, OTA etc.

- The contractor shall maintain register for making the attendance by SG/Supervisor deployed by him, which can be seen/verified by the **I/c Security Officer** or an authorized officer of NRCL periodically. **If required the agency shall arrange for Biometric Attendance of security personnel at its own cost.**
- In the financial bid the bidder must quote the rates in figures as well as in words. The amount of each item should be worked out on annual basis and total should be given.
- **The guards/workers should be able to communicate in Hindi and also in English if possible. Should perform per shift/per day.**
- **They should not leave their points unless and until the reliever comes for shift duties, Security supervisor will maintain all the registers, which are kept at main gate.**
- **Supervisor to verify all the office buildings, rooms and farm office and research plot and also residential campus after 6.00 PM to ensure as to whether all building is locked properly. If any suspicious activity or unlocked section is noticed the same is to be informed to Incharge Security.**
- From 10.00 PM to 6.00 AM one **security supervisor must be on patrolling duty** in the complex by rotation and while patrolling he should check all the points, **buildings locks including solar lights and other NRCL property etc.**
- They should not give lenient or casual impressions in the duty and they should be alert and attentive.
- They should observe movement of all the staff, labourers and visitors etc & registered.
- They should not allow anybody with vehicles to office or inside the campus without proper entry in the visitors registers.
- All the vehicles are to be parked in the parking place only. The vehicle should be checked by the Security Guard on duty while coming inside and while going out also.
- ***In case of Ex-Servicemen, the I.R. No./Unique Identification number of each Ex-Servicemen deployed at the centre is to be mentioned over bill raised for each month. A copy of such I.R. No./Unique Identification number are to be deposited for each deployed personnel to the office.***
- The security personnel should follow strict attendance and alternative arrangements are to be made by the agency whenever any Security Supervisor/Security Guards going on leave under intimation to this office.
- Changing of Security Supervisor/Security Guards should be intimated to the I/c Security/authorized representative of NRCL.
- Patrolling to the identified points as per Annexure to be carried out. It can be changed as and when required by the office.
- The Security staff should follow the codal formalities of Security System while on duty.

- The Security personnel should ensure that proper gate pass has been issued by the competent Officers for the items taken out of the campus. In case of any doubts, they should immediately contact office in charge, Security/Director.
- It will be the duty of the Security Agency to keep entire ICAR-NRCL complex free of stray dogs and neat & clean etc.
- • **Liquidated damages clause:**
- That the contractor shall be responsible for the faithful compliance of the work award order. Any breach or failure to perform the same may result in termination of the work order and forfeiture of the security deposit.
- An amount 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 in any point it will be brought to the notice of supervisory staff of the firm by Director/I/c Security and if no action is taken within one hour liquidated damage clause will be invoked.
- Any misconduct/misbehavior on the part of manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
- If the required no. of security guard/supervisor is less than the minimum required as per, a penalty of Rs.500/- per guard per shift per day will be deducted from the bill.

The Director, ICAR-NRC on Litchi, Muzaffarpur (Bihar) reserves the right to reject any or all Tenders in whole or in part without assigning any reasons therefore. The decision of Director, NRCL shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

Yours faithfully,

**Administrative Officer
For and on behalf of the Director
ICAR-National Research Centre on Litchi,
Muzaffarpur (Bihar)**



File No.- 13-1(01)/C&B/2016-2017/Security Contract

Dated: 17th January, 2017

FINANCIAL BID

SECURITY SERVICES CONTRACT WORK UNITS AS REQUIRED TO BE IMPLEMENTED AT ICAR-NATIONAL RESEARCH CENTRE ON LITCHI, MUZAFFARPUR.

To,

The Director
 ICAR-NRC on Litchi
 Mushahari Farm, Mushahari,
 Muzaffarpur – 842002 (Bihar)

Dear Sir,

I/We In accordance with the terms and conditions mentioned in Tender documents F.NO...../....., DT..... hereby make an offer Annual Contract basis for Security Services Contract at NRC on Litchi, Muzaffarpur for **Security Personnel & Experienced Supervisor** as per specification given by you, along with tender forms and agree to hold this offer open for your acceptance for 90 days from the date of opening of this Tender and also agree to undertake the supply of services as per the terms and conditions mentioned in the tender documents.

THE RATES PER UNIT MAY BE GIVEN AGAINST SECURITY SERVICES:

SL. NO.	Security Points at NRC on Litchi, Muzaffarpur (Bihar)	Types of Security Personnel's	Rate for each Security Personnel	Total Amount
1	Post-I- Entrance Main Gate of NRC on Litchi, Muzaffarpur (Bihar) round the clock.	Gunman (Ex-Service Men) and Without Arms		
2	Post-II- Main Gate of Admin-Cum Lab Building Office premises during office hours.	Gunman (Ex-Service Men)		
3	Post-III- Residence Area / Director's Residence / Scientist Visiting Home- round the clock.	Gunman		
4	Post-IV-Nursery Post- Nursery, Mother block, Farm Office, Store, Poly Houses etc.	Without Arms		
5	Post-V-East Post- Farming system, Ponds, Field Gene Bank, Germplasm, China Plantation, Malang Asthan etc.	Without Arms		
6	Post-VI-North Post- Varietal Trial, New Organic Block, North Store point, Provincial trial blocks upto HDP etc.	Without Arms		
7	Post-VII-West Post I- Mychorhyza, Water Management, Conservation, HDP, Organic block etc.	Without Arms		
8	Post-VIII-West Post II- Entomology, Seadling old and new, clonal, Shahi I-III, GAP block upto observatory and screen house.	Without Arms		
7	Security Supervisor for overall control of Post I to Post 08	(Ex-Service Men)		
Total				
Service Charges @				
Service Tax				
Grand Total Rs.				

Note:

- As per the Security Requirement the points can be converted to Patrolling Duty as and when required.
- The number of points can be increased as per need on temporary basis for short period.

SIGNATURE OF THE CONTRACTOR WITH SEAL

**Tenderers for the Security Contract as required to be implemented at ICAR-
National Research Centre on Litchi, Muzaffarpur (Bihar)**

**1. Full Name & Address of the Tenderer in addition
To Post Box No., if any, should be quoted in all
Communication to this office.
Telephone No./Address/E-Mail Address.**

From,

To,

**The Director
ICAR-National Research Centre on Litchi
Mushahari Farm, Mushahari,
Muzaffarpur – 842005 (Bihar)
[Name & Address of the Institute]**

1. I/We have read all the particulars regarding the General information and other terms and conditions of the contract for THE WORK CONTRACT FOR Security Contract and agree to provide the service as detailed in the Tender. I/We shall be bound by a communication acceptance dispatched within the prescribed time.
2. I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
3. Every page so attached with this Tender bears my signature and the office seal.
4. Pay Order/DD No. _____ of Rs. _____ drawn in favour of [ICAR UNIT-NRC ON LITCHI] and payable at State Bank of India, Mushahari Branch, Mushahari is enclosed as Earnest Money required.

**SIGNATURE OF THE CONTRACTOR WITH SEAL
Telephone No/Mobile No.-
E-mail Address:**

Witness: _____

Address: _____

Occupation: _____

Signature of witness to contractor's signature

Address:

Name & Signature of Witness:

Address: