

SECURITY CONTRACT

REGISTERED WITH ACKNOWLEDGEMENT DUE

F. No. 19-2/08-Contract/

Date : / /2008.

Serial No. _____ Date _____

NOT TRANSFERABLE

**NATIONAL RESEARCH CENTRE FOR MEDICINAL & AROMATIC PLANTS
BORIAVI – 387310, DIST : ANAND (GUJARAT)**

**INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND
CONDITIONS GOVERNING CONTRACT FOR THE SECURITY SERVICES AT
MAIN CAMPUS, BORIAVI AND FARM CAMPUS, LAMBHVEL**

- A Cost of Tender Form **Rs.1000/-** (Rupees one thousand only) **IN PERSON** and **Rs 1,100/-** (Rupees one thousand one hundred only) **BY POST**
- B Last date of sale of Tender Form **is 03.01.2009 up to 15.00 PM**
- C Last date of receipt of Tenders in Office **is 05.01.2009 up to 15.30 PM**
- D Tenders to be opened at **11.00 AM on 06.01.2009**

NOTE : If the date fixed for opening of Tenders is subsequently declared a holiday the Tenders will be opened on the next working day following the holiday but there will be no change in the time for opening indicated above.

- E Tender to remain open for acceptance up to 90 days from the date of opening.

NOTE :

1. The Director, National Research Centre for Medicinal & Aromatic Plants, Boriavi may at his discretion, extend this date by a fortnight and such extension shall be binding on Tenderers.
2. If the date up to which the Tenders is open for acceptance is declared to be a holiday the Tenders shall be deemed to remain open for acceptance till the next working day.

**NATIONAL RESEARCH CENTRE FOR MEDICINAL & AROMATIC PLANTS
BORIAVI – 387310, DIST : ANAND (GUJARAT)**

Note :-All communications must be addressed to the Director (by designation), National Research Centre for Medicinal & Aromatic Plants, Boriavi – 387 310, Dist : Anand

**INVITATION OF TENDER
FOR THE SECURITY SERVICES AT**

- 1. MAIN CAMPUS, BORIAIV**
- 2. FARM CAMPUS, Lambhvel**

From : Director,
National Research Centre for Medicinal & Aromatic Plants,
Boriavi – 387 310, Dist : Anand, Gujarat

To

Dear Sir(s),

Sealed Tenders are hereby invited for contract of **providing of Security on Job/Service contract at Main Campus, Boriavi and Farm Campus, Lambhvel**. 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 and by the Research Institutes of the Council 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.

2. An earnest money of **Rs.22,000/- (Rupees Twenty two Thousand only)** must be deposited in the form of demand draft/pay order payable to "ICAR Unit – NRCM&AP, Anand/Lambhvel". The particulars of the earnest money deposited must also be superscribed on the top of the envelope by indicating the draft/pay order number and date, failing which the Tenders will not be opened. The Tenders will not be considered if earnest money is not deposited with the Tenders.

The EMD will be refunded to the unsuccessful tenderers' as promptly as possible whereas in the case of successful tenderer, EMD will be refunded after deposition of Security Deposit @ 5% of the contract value in form of Demand Draft

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 NRC. 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 Council/NRC.

4. The Schedules of the Tenders form should be returned intact and pages should not be detached. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the Tenderer. In such cases reference to the additional pages must be made in the Tenders form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter alongwith the Tenders. Overwriting/erasing in rates to be quoted by the Tenderer will not be allowed otherwise the Tenders may be rejected.

5. The Tenders are liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the Tenders is not fully filled in. Individual signing the Tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.

6. If Tenderer does not accept the offer, after issue of letter of award by NRC within 15 days, the offer made shall be withdrawn & Earnest money forfeited.

7. In case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the Tenders and all other related documents must be signed by every partner of the firm. A 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 other and if, on enquiry it appears that the persons so signing had no authority to do so, the NRC shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the Tenders and the schedules to the Tenders and annexure, if any, should be signed by the Tenderer.

8. The original copy of the Tenders is to be enclosed in double cover. The Inner cover should be sealed. The outer cover should be superscribed "**providing of Security on Job/Service contract at Main Campus, Boriavi & Lambhvel Farm**" with address of this office and of the Tenderer. 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 Office not later than **15.30 PM on 05.01.2009**.

Tender received after the specified date and time for receipt of tender, shall not be considered.

9. The rates quoted by each firm for job/service security contract in Tenders be given 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, if any.

10. The NRC 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.

11. The Selected Agency/Successful Tenderer has to deposited a **security deposit @ 5% the contract value** through Account payee Demand Draft, only after receiving a communication from the NRC. In the event of non-deposition of the same, the earnest money will be forfeited.

The Security deposit will be refunded on expiry of the contract. The dues, if any, not settled by the Agency will be recovered from the Security deposit.

12. No interest on security deposit and earnest money deposit shall be paid by the Council/Institute to the Tenderer.

13. Sales Tax or any other tax on material in respect of this contract shall be payable by contractor and Institute will not entertain any claim whatsoever in this respect. However, the Income tax or any other tax which is as per the rules of the Govt. shall be deducted at source from monthly bills of the successful Tenderer, as per rule.

14. The Director, NRCM&AP 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.

15. Decision of the Director, NRCM&AP 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 level and will not be referred to arbitration.

16. Acceptance by the Institute will be communicated by FAX/Telegram, Express letter or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the FAX/Telegram/Express letter etc. should be acted upon immediately.

17. **The following documents/vouchers are required to be enclosed** with the Tenders form which are the terms and conditions of the Tenders document :

- a) Registration certificate of the firm under the work contract of the Appropriate Authority. ***[Registration under Shop & Establishment Act 1948 (Mumbai)/The Indian Companies Act, 1956/or any other Act]***
- b) **five years experience** of the firm in the field of providing such services in Central Govt. establishments/Autonomous bodies of Govt. of India/ Corporations of Govt. of India/reputed public or private organisations provide the **details in enclosed tabular form [page No. 14 of the document]**..
- c) Certified Balance Sheet of the firm for last year of the service contract by the Chartered Accountant.
- d) Duly certified copies of the satisfactory services where the Tenderer is providing the services for the **last three years**.
- e) Employee EPF registration certificate issued by local govt. etc.

- f) Employee ESI registration certificate issued by local govt. etc.
- g) Nos. of guards/supervisors registered under ESI & EPF separately. (Security Guards/Supervisors) required their ESI & EPF contributions. Documentary proof of vouchers [*i.e. challan for the month of July , 2008 to September, 2008*] to be required and may be attached.
- h) Income Tax Permanent Account Number allotted by the Income Tax Dept.
- i) Service Tax No. allotted by Central Custom and Excise Dept. [*please attach a copy of challan for the month of July , 2008 to September , 2008*]
- j) Only those firms will be considered for financial bid who will qualify in the technical bid.
- k) Successful Tenderer will have to enter into a detailed contract agreement with Institute on non-judicial stamp paper of appropriate value for each work.

Note : (I) The technical bids and financial bids may be submitted in separate envelops to be sealed and put in a main cover.

(II) Please attach a Photostat copy of the all documents mentioned against SI. No. 17 (a) to (j).

Yours faithfully,

**Asstt. Admn. Officer
For and on behalf of the Director,
NRC for M&AP, Boriavi – 387 310**

TENDERS FOR ANNUAL CONTRACT FOR PROVIDING OF SECURITY SERVICES AT MAIN CAMPUS, BORIAVI & FARM CAMPUS, LAMBHVEL

Full Name & Address of the Tenderer in addition to Post Box No., if any, should be quoted in all communications to this office :

Telephone No. :

Telegraphic Address/FAX/Cellular No.:

E-Mail address :

From

To

The Director,
National Research Centre for Medicinal & Aromatic Plabts,
Boriavi – 387 310, Dist : Anand

I / We have read all the particulars regarding the General information and other terms and conditions of the contract for **providing of Security on Job/Service contract at Main Campus, Boriavi & Farm Campus, Lambhvel** and agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in Schedule-I to this Tender and I/we agree to hold this offer open till 90 days. The rates quoted will be valid for a period of one year in the event of award of the Contract. 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. The following pages have been added to and form a part of this Tender _____.
The Schedules-I & II to accompany this Tenders are at pages _____

4. Every page so attached with this Tender bears my signature and the office seal.

5. Pay order / DD No. _____ of Rs. _____ drawn in favour of "ICAR Unit – NRCM&AP, and payable at _____ is enclosed as earnest money required.

Yours faithfully,

Dated :

**Signature & Seal of the
Tenderer Telephone No.
Office
Resi. Mobile**

Witness _____

Address _____

Occupation _____

Signature of witness to contractor's signature

Address :

Name & Signature of Witness :

Address:

SCHEDULE TO TENDERS

PART – I

1. Name of the Firm/Agency
2. Full address with Post Box No.
And Telephone No. if any
3. Constitution of the Firm/ Agency (Attached copy)
 - a) Indian Companies Act, 1956
 - b) Indian Partnership Act, 1932
(Please give names of partners)
 - c) Any other Act, if not, the owners
4. 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 any 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 partner
5. Name and Full Address of your Banker's
6. Your Permanent Income Tax No./Circle/Ward

7. Please attach a copy of License granted under Sub-section (5) of Section 7 of **the Private Security Agencies (Regulation) Act, 2005**

- 8.. Any other relevant information

PART – II

8. Earnest Money Deposited: Yes/No

PART – III

9. Name and Address of the firm's representative and whether the firm would be representing at the opening of the Tenders

10. Name of the Permanent Representative to be visiting NRCM&AP regarding the contract

Date : _____

Place: _____

AUTHORISED SIGNATORY

Please add supplementary pages to be numbered wherever needed by the Tenderer.

GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF THE CONTRACT FOR PROVIDING OF SECURITY SERVICES AT MAIN CAMPUS, BORIAVI & FARM CAMPUS, LAMBHVEL.

Scope of Work: The work of providing of security services at Main Campus, Boriavi and Farm Campus, Lambhvel the contractor shall carry out the contract work under the direct supervision/

instruction/ satisfaction of the Director or his nominee and shall have to be undertaken without causing any damage to the NRC properties. In case, any damage is caused by the workers/guards deployed by the contractor to do the work of maintenance of security at Main Campus, Boriavi and Farm Campus, Lambhvel the same shall be made good by the contractor. The agency shall also have to ensure that there is no theft of the moveable / immovable property at Main Campus, Boriavi & Farm Campus, Lambhvel. In case any such theft occurs, the responsibility for the same shall rest with the agency and the agency shall have to make good the loss caused to the NRC 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. Any guard/supervisor found absent from the duty the proportionate amount as per minimum wages act applicable at that time will be deducted from the monthly bill.

1. The contractor shall not sublet the work without prior written permission of the NRC.
3. Payment for maintenance work will be made monthly upon submission of pre-receipted bill. However, the bill may be prepared with full details indicating all the charges separately keeping in view the actual requirement provided during the month.
2. An earnest money of Rs. 22,000/-(Rupees Twenty two Thousand Only) in the form of DD/Pay Order is required to be attached with the Tender . No Tender will be considered without the earnest money. The earnest money will be forfeited if the bidder resiles from the offer.
3. 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 Main Campus, Boriavi and Farm Campus, Lambhvel shall be got done from other source at the expenses of the defaulting firm.
4. All the mandays provided will perform their duty in proper uniform including P cap and will maintain a smart turn out. The agency shall, at its own cost , provide suitable uniforms (Summer, Winter and rainy seasons) to the personnel with identity cards
5. All essential items for security services personnel like Torch, Lathi, whistles be provided by the agency at its own cost.
6. The Security Services shall have to be provided for the entire area of the Main Campus, Boriavi and Farm Campus, Lambhvel both inside and at its main gates. The campuses can be inspected any day any time.
7. After physical inspection of the site, a very detailed assessment/requirements of security personnel for providing security services at the Main Campus, Boriavi and Farm Campus, Lambhvel shall have to be furnished along with the Tender. However, the Tenders should indicate only the lump-sum amount in respect of all the services

covered under this contract and that rates should not be proposed on the basis of manpower to be deployed under the contract. No request for alteration in the rates once quoted will be permitted within one year.

8. The agency shall provide fresh good and reliable mandays with robust health and clean record preferably within the age group of 21 to 45 years. In case any of the personnel so provided is not found suitable, the NRC 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.
9. The rates to be quoted should include cost of each and every item including transportation cost, mandays prevailing minimum labour wages etc. The NRC shall not bear any extra charge on any account whatsoever i.e. EPF contribution, Uniform, Liveries, OTA etc.
10. The contractor will discharge all his legal obligations in respect of the workers/guards 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 NRC 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 the Director, NRC shall be final and binding on the contractor.
11. The selected agency shall provide the necessary personnel for providing Security services at Main Campus, Boriavi & Farm Campus, Lambhvel as per labour acts prevalent in Central Govt.
12. Income Tax will be deducted from the payments due for the work done as per rule.
13. The guards/ workers should be able to communicate in Hindi and also in English if possible.
14. 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 & other points.
15. They have to verify all the office buildings, rooms after 6.00 PM to ensure as to whether all building is locked properly.
16. From 10.00 PM to 6.00 AM one security supervisor must be on patrolling duty in the campuses by rotation and while patrolling he should check all the buildings locks including pump houses.
17. They should not give lenient or casual impressions in the duties and they should be alert and attentive.
18. They should observe movement of all the staff, labourers and visitors etc.
19. They should not allow anybody with vehicles to office or inside the campus without proper entry in the visitors registers.

20. 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.
21. Proper entries are to be made while handing over key to any staff of NRC and while taking over too.
22. The security personnel should follow strict attendance and alternative arrangements are to be made by the agency in case, any Security Supervisor / Security Guards going on leave under intimation to this office.
23. Changing of Security Supervisor / Security Guards should be intimated to the Officer-in-charges, Security
24. Patrolling to the identified points as per Annexure to be carried out .
25. The Security staff should follow the codal formalities of Security System while on duty.
26. 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 Officer-in-charge, Security.
27. It will be the duty of the Security Agency to keep entire Main Campus, Boriavi and Farm Campus, Lambhvel free of stray dogs.

The Director, NRCM&AP reserves the right to reject any or all Tenders in whole or in part without assigning any reasons therefore. The decision of the Director, NRCM&AP shall be final and binding on the contractor / agency in respect of any clause covered under the Contract.

SCHEDULE-I I

SCOPE OF THE WORK REQUIRED SECURITY SERVICES FOR THE VARIOUS POINTS:-

MAIN CAMPUS, BORIAVI

- | | | |
|----|------------|--------------------------------|
| 1. | Main Gate | Round the Clock (in shifts) |
| 2. | Field Area | Round the Clock (in shifts) |
| 3. | Buildings | 6.00 PM to 6.00 AM (in shifts) |

FARM CAMPUS, LAMBHVEL

- | | | |
|----|-------------|------------------------------|
| 1. | Gate No.1 | Round the Clock (in shifts) |
| 2. | Gate No.2 | Round the Clock (in shifts) |
| 3. | Field Area | Round the Clock (in shifts) |
| 4. | Colony Area | 6.00 PM to 6.00AM(in shifts) |

Note:-

- 1. Additional guards have also to be deployed during the important meetings /functions as and when required. No extra payment will be made on this account .**
- 2. Separate Security Supervisor for both the farm (i.e. one at Boriavi and one at Lambhvel) should be ex-servicemen**
- 3. Duty hours should not be burdensome to the security personnel.**
- 4. Both the gun men and security guards(minimum two) for the night surveillance should be ex-servicemen.**

FINANCIAL BID :-

(This financial bid to be enclosed in a separate envelop with seal)

Last date for receipt of Tender : 05.01.2009 UP TO 15.30 PM
Date of opening of Financial Bid : 06.01.2009 AT 11.00 AM
At NRC for M. & SA. P., Boriavi – 387 310

To,
The Director,
National Research Centre for Medicinal & Aromatic Plants,
Boriav – 387 310

Sir,

I/We wish to submit our Tenders for **providing the Security Services at Main Campus, Boriavi & Farm Campus, Lambhvel** on the following rates

No.	Particulars	Per Month
1.	Monthly consolidated rate offered for providing the Security Services at Main Campus, Boriavi & Farm Campus, Lambhvel (as per schedule II) in accordance with the highest standards of Security Services and as per the terms and conditions specified in the Tenders including all labour, material, transportation, specially covered all acts & taxes etc. as applicable from time to time.	Rs. (in figures) _____ _____ _____ Rs. (in words) _____ _____ _____

Present rate of Service Tax is _____%

I/We agree to forfeit of the earnest money if I/we fail to comply with any of the terms and conditions in whole or in part laid down in the Tender form.

We have carefully read the terms and conditions of the Tender and are agreed to abide by these in letter and spirit.

Signature _____
Name & Address of the Firm _____

Telephone No. _____
Mobile No. _____