

# **E-TENDER DOCUMENT**

## **Annual Contract for Security, Watch & ward and Allied Services at NIEPID- CRC, Nellore for the year 2021-22**

**(Extendable up to One year as per mutual agreement)**

Last Date for submission of Tender Document : **01.03.2021 @ 03.00 pm**

Date & Time of Opening of Tender Documents (Only Technical Bids) : **02.03.2021 @ 03.00 pm**

**COMPOSITE REGIONAL CENTRE, NELLORE**  
(Under the Administrative control of NIEPID, Secunderabad)  
**Department of Empowerment of Persons with Disabilities (Divyangjan)**  
**(Ministry of Social Justice & Empowerment, Govt. of India)**

**NOTICE INVITING TENDER FOR ANNUAL CONTRACT FOR SECURITY, WATCH  
& WARD AND ALLIED SERVICES AT NIEPID-CRC, NELLORE  
FOR THE YEAR 2021-22**

**E-TENDER NO. NIEPID-CRC/SEC.SERV/2021-22/01**

- Name of the work : Annual Contract for Security, Watch & Ward  
And Allied services at NIEPID-CRC, Nellore,  
For a period of 12 months (Extendable up to One  
(01) year as per mutual agreement)
- Security deposit : Rs.2.5 lakhs to be submitted at the time of  
award of the contract in the mode Bank  
guarantee from Nationalized/scheduled Bank
- Date & time of closing of Tender : **01.03.2021 @ 03.00 pm**
- Date & Time for opening of Tender (Technical Bid Only) : **02.03.2021 @ 03.00 pm**
- Address for submission of tender : online through [www.eprocure.gov.in](http://www.eprocure.gov.in)
- Place of opening of the tender : NIEPID, Manovikasnagar, Secunderabad -  
500009

# **TENDER DOCUMENT**

**Technical Bid**

**PART - I**

**Section – I & II**

**Pages from 1 to 32**

**Annual Contract for providing Security, watch &  
ward and Allied Services at NIEPID –CRC, Nellore  
for the year 2021-22  
(Extendable up to One year as per mutual agreement)**

## **SECTION - I**

### **GUIDELINES TO TENDERERS**

01. Check list of documents required for technical scrutiny.
02. Introduction (Definitions)
03. Bidder to bear cost of purchase of tender
04. Bid Documents
05. Amendment to bid documents
06. Extension of Time
07. Financial Bid
08. Bidders eligibility and qualification
09. Validity period of Bid
10. Format of signing of bid
11. Deadline for submission of bid
12. Opening of technical bid
13. Clarification of Bids
14. Evaluation of Tenders
15. NIEPID-CRC, NELLORE right to vary quantities
16. NIEPID, Secunderabad right to accept any bid and to reject any or all bids
17. Notification of successful bidder
18. Issue of letter of intent
19. Cancellation of letter of intent
20. Post bid clarifications
21. Submission of Bid
22. Opening of financial bid

## **01 CHECK LIST OF DOCUMENTS REQUIRED FOR TECHNICAL SCRUTINY**

The list of documents required to be **scanned and uploaded** with technical bid for getting eligible to be considered for technical scrutiny: -

- a) Details of successfully executed similar works to be uploaded along with work order copies as mentioned in NIT (Notice Inviting Tenders)
- b) A copy of registration certificate with contract copy of Sale Tax, ESI, PF and Goods & Service Tax, WCT and Income Tax etc., last three years.
- c) Duly filled in acceptance certificate with signature and seal of the firm / agency.
- d) Solvency certificate from the nationalized / scheduled bank for Rs. 5,00,000/- (Rupees Two Lakh only). Any solvency certificate other than the said banks will not be considered.
- e) Complete copy of scanned tender document duly signed with stamp / seal on all papers.
- f) Details of agency setup and establishment.
- g) Details of existing manpower executing similar works.
- h) Performance certificate from clients for successfully executing similar works (Last three years).
- i) Scanned copies of Audited financial statement including profit and loss account and balance sheet for last successive three years.

## **02 INTRODUCTION (DEFINITIONS)**

- a) The "CRC-Nellore" means Composite Regional centre, Nellore.
- b) "Bidder" means the individual or agency who participates in this tender and submits its bid.
- c) The "Goods" means all the equipments and machinery and other materials including services, which the agency is required to provide for the NIEPID-CRC, Nellore under the contract.
- d) "Letter of Intent" means the communication of the intention of the NIEPID-CRC, Nellore to the bidder for the award of work read with bid documents.
- e) "Work Order" means the order placed after issue of letter of intent by the NIEPID-CRC, Nellore to the agency signed by the NIEPID-CRC, Nellore including all attachments and appendices thereto and all document incorporated by reference therein along with the letter of intent and bid documents constitutes the contract.
- f) The Contract Price means consideration payable to the agency under the work order for the full and proper performance of its contractual obligations.

### **03 BIDDER TO BEAR COST OF PURCHASE OF TENDER**

The bidder shall bear all costs associated with the preparation and submission of the bid online. The NIEPID-CRC,Nellore in any case will not be responsible or liable for these costs regardless of the process.

### **04 BID DOCUMENTS**

#### 4.1 Bid Documents to be included: -

Notice Inviting Tender  
Guidelines to Tenderers  
Special conditions of contract  
Scope of the work  
Price Schedule  
Checklist for bidder  
Acceptance Certificate

#### 4.2 Any clarification or communication obtained from the NIEPID-CRC,Nellore.

### **05 AMENDMENT TO BID DOCUMENTS**

5.1 At any time, prior to the date of submission of bids, the NIEPID-CRC,Nellore may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.

5.2 The amendments will be published by issuing a corrigendum in the same newspaper / agencies in which the original tender was published extending the due date of tender submission / opening suitably.

### **06 EXTENSION OF TIME**

In order to give prospective bidders required time in which to take the amendments into action in preparing their bid, the NIEPID-CRC,Nellore may at its discretion extend the deadline for submission of bid suitably.

### **07 FINANCIAL BID**

Prices shall include GST extra applicable, transit insurance and freight etc, The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation on any amount. The bid submitted with a variation clause (unless asked by the NIEPID-CRC,Nellore) will be treated as non-responsive and may get rejected.

### **08 BIDDERS ELIGIBILITY AND QUALIFICATION**

Bidder shall furnish as a part of bid documents establishing the bidder's eligibility to provide the services. The bidder shall also submit documentary evidences in the form of work orders and satisfactory completion certificates for similar executed works by them. Non-submission of the documents or if found unsatisfactorily the NIEPID-CRC,Nellore has the right to reject the tender.

## **09. VALIDITY PERIOD OF BID**

Bid shall remain valid for 120 days (One Hundred & Twenty Days) after the date of bid opening. The bid valid for a shorter period shall be rejected by the NIEPID-Secundrabad as non-responsive. In exceptional circumstances, the NIEPID-Secunderabad may request the consent of the bidder for an extension to the period of bid validity. A bidder accepting the request and granting extension will not be permitted to modify his bid.

## **10. DEADLINE FOR SUBMISSION OF BID**

Bid must be submitted online. Bid must be received by the NIEPID-Secunderabad online only and not later than the date and time specified in the NIT.

## **11. OPENING OF TECHNICAL BID (PART – I) ONLINE**

- 11.1 On the date of tender opening only the technical bid (Part – I) shall be **opened online**. Financial bids shall be opened on a later date / time only if the technical bids have been qualified.
- 11.2 A maximum of two representatives for any bidder shall be permitted and authorized to attend the bid opening.
- 11.3 The date fixed for opening of bids, if subsequently declared as holiday shall be opened on the next working day.

## **12. CLARIFICATION OF BIDS**

- 12.1 To assist evaluation and comparison of the bids, the NIEPID-Secunderabad may ask the bidders for any clarification of the bids. The clarification and response from bidder shall be in writing. (No modification of the bid rates or condition are allowed at this time)
- 12.2 The NIEPID-Secunderabad does not bind itself to accept the lowest or any tender and reserves to itself the right to accept the whole or any part of the tender and altering the quantities offered and Tenderer shall supply the same at the rate quoted. The NIEPID-Secunderabad has the Right to cancel all the tenders and rewrite the tenders at a later date.

## **13. EVALUATION OF TENDERS**

- 13.1 The NIEPID-Secunderabad shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. The NIEPID-Secunderabad shall carry out detailed evaluation of the substantially responsive bids. The NIEPID-Secunderabad shall check the bid to determine whether they are complete or whether any computational errors have been furnished.
- 13.2 Arithmetical errors shall be rectified on the following basis.

- a) If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the NIEPID-Secunderabad.
- b) In case of discrepancy words and figures, the amount in words shall prevail.
- 13.3 A bid determined as subsequently non-responsive shall be rejected by the NIEPID-Secunderabad.
- 13.4 The NIEPID-Secunderabad may waive any minor informal omission or non-conformity or irregularity in the bid, which does not constitute a material deviation or cost or work or legal disputes.
- 13.5 The NIEPID-Secunderabad shall evaluate in detail and compare the bids, which are subsequently responsive.
- 13.6 NIEPID-Secunderabad shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

#### **14 NIEPID –CRC, NELLORE RIGHT TO VARY QUANTITIES**

The NIEPID-CRC, Nellore reserves the right at any time of the contract period to increase or decrease the security personnel/guard it by 25% on the sanctioned strength of the services specified in the schedule of requirements.

#### **15 NIEPID –SECUDERABAD RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The NIEPID-Secunderabad does not bind itself to accept the lowest or any other tender bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reason whatsoever and without thereby incurring any liability any liability to the affected bidder on the grounds for the NIEPID-Secunderabad action.

#### **16 NOTIFICATION OF SUCESSFUL BIDDER:**

- 16.1 Upon successful bidder furnishing of performance guarantee, the NIEPID-CRC, Nellore will notify each successful bidder and will discharge its EMD.

#### **17 ISSUE OF LETTER OF INTENT:**

- 17.1 The issue of letter of intent shall constitute the intention of the NIEPID-CRC, Nellore to place the purchase order / work order with the successful bidder.
- 17.2 The successful bidder shall within 10 days of issue of letter of intent should give his acceptance along **with a security deposit of Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand Only)** in the form of Demand Draft or Bank Guarantee from any Nationalized/Scheduled Bank drawn in favour of "The Director, NIEPID-CRC, Nellore". The security deposit will be returned only after all the PF amount is received by the contract labours and the bidder should see that the validity of the Bank Guarantee shall be three months over and above the contract period. No Due Certificate from all labours has to be submitted for



getting the performance guarantee. In case of any default, the above amount shall be adjusted against the losses/recovery for the Institute.

**18 CANCELLATION ON LETTER OF INTENT:**

Failure of the successful bidder to comply with the requirement of submission of Bank Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the EMD, in which case NIEPID-CRC, Nellore may make the offer to any other bidder at the discretion of the NIEPID-CRC, Nellore or call for new bids.

**19 POST BID CLARIFICATION:**

No post bid clarification at the initiative of the bidder shall be entertained and any effort by the bidders to influence the NIEPID-Secunderabad in bid evaluation, bid comparison or award of the work shall result in rejection of the bid.

**20 SUBMISSION OF BID:**

Tender shall be submitted **online** only through E-procurement only.

**21 PART – I (Technical Bid) shall contain the scanned copies of following.**

- a) Documentary evidences in respect of the eligibility criteria mentioned in the NIT.
- b) The bidders are required to attach entire NIT (Except for the price bid part) duly signed & stamped as a token of acceptance to the NIT conditions with this bid.
  
- d) Technical bid containing: -**
  - 1. Details of company's status setup and establishment
  - 2. Details of existing manpower with them for executing similar works.
  - 3. Details of tools and plants with them required for executing similar works.
  - 4. Details of successfully executed similar works along with work orders.
  - 5. Performance certificates from the client departments for successfully executing similar works during the last three years.
  - 6. Audited Financial Statement including the profit & Loss Account and Balance Sheet for the last successive three years.
  - 7. A copy of Registration Certificate regarding ESI, PF, Goods & Service Tax, WCT, and Income Tax etc.,
  - 8. Solvency certificate from any Nationalized Bank / Scheduled Bank of an amount of Rs. 5,00,000/- (Rupees Five Lakhs only) to be submitted.

**22 OPENING OF FINANCIAL BID**

Financial bid of only those bidders will be opened, whose technical bids are found to be qualified and acceptable to NIEPID-Secunderabad. Bidders or his representative may attend the financial bid opening provided the representative has the authorized letter from the bidder. Without authorization letter the representative not be allowed to participate. The qualified parties shall be notified with the date, time and venue of the opening of the financial bid.

**END OF SECTION – I**

## SECTION – II

### (TECHNICAL BID) / (PART – I)

#### QUESTIONARE TO BE FILLED UP BY THE AGENCY APPLYING FOR THE TENDER OF ANNUAL CONTRACT FOR PROVIDING SECURITY, WATCH & WARD AND ALLIED SERVICES AT NIEPID-CRC, NELLORE

(Please upload the Scanned copies of documents wherever applicable)

1. Name of the Agency :
2. Constitution of the Contractor/  
Proprietorship/Partnership  
Private Limited Company/Public Limited  
Company. :
3. Registration No. of the firm/Agency :
4. Bio-Data of key top Officials  
(please attach) :
5. Details of any Tie-ups with any other  
Firms if any (please attach) :
6. Experience in automated  
Data - Management :
7. Copy of IT returns of last Three  
assessment years (please attach)  
2017-18 & 2018-19, 2019-20 :
8. Financial Status of Bidder and/or his  
associates including Annual Report of  
past 3 years with ROC (registration  
of Companies receipts duly  
authenticated by Chartered Accountant.  
2017-18 & 2018-19, 2019-20 :
9. Current list of 2/3 clients where 10 or  
more than personnel of the Contractor are:  
working (Attach copies of Work Orders)
10. Name and address of Contractor's:  
bankers and provide a Solvency  
Certificate from the Bank for a minimum  
amount of Rs. 5.00 Lakhs

12. ESI Registration No. :  
Attach a copy of the Registration Certificate / Letter.
13. PF Registration No. Attach a copy :  
of the PF Register letter.
14. Income Tax Permanent Account No` :
15. GST Registration Number
15. RTGS Details of EMD & Tender fee :
16. License No. of Private Security Agency :  
from the respective State Controlling Authority  
As per PSAR Act 2005 (Copy to be submitted).

Signature of the Contractor  
or his Authorities Signatory with seal of  
the Agency / Firm

Date:

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**Note: The above document as proof should be uploaded along with the technical bid apart from the documents stated in the General Terms and Conditions of the tender.**

**SCOPE OF WORK AND TERMS & CONDITIONS FOR ANNUAL CONTRACT  
FOR PROVIDING SECURITY, WATCH & WARD AND ALLIED SERVICES  
AT NIEPID-CRC, NELLORE (ANDHRA PRADESH)**

1. The tenderer shall seek instructions from the Institute authorized for the purpose. The tenderer will be required to enter into a written Agreement before the initiation of the contract.
2. The security personnel deployed by the tenderer will be bound to observe all Instructions issued by Institute's authority concerning general discipline and Behaviour at NIEPID-CRC, NELLORE.
3. The Tenderer shall be responsible for recruitment and deployment of security personnel and the security personnel deployed by him shall be under his direct control/supervision. The Tenderer shall exercise to superintendence, control and supervision over the security personnel so deployed including over their working.
4. The offer should be kept valid at least for Six months from the date of submission of Tender document.
5. The security guard must be trained in the usage of first aid and operations of fire fighting equipment.
6. The tenderer shall be fully responsible for
  - (i) the security of entire campus of the Institute round the clock covering the entire premises of Institute located at Nellore
  - (ii) Manning the check posts at Main gate of the Institute campus and at any other points specified by the Institute's authority.
  - (iii) Security of all structures, installations, fittings, equipment, vehicles, office, materials/ building materials and any other property owned by the Institute.
  - (iv) Check of all materials/property (Government and Non-Government), going out of the Building/Campus through the procedure of gate pass as laid down by Institute's authority.
  - (iv) Performing watch and ward functions including night patrol of the Institute's campus.
  - (v) Any loss and compensate in full the loss sustained by Institute and any other kind of intrusion in the campus entrusted to him for security. The amount of loss to be compensated by the tenderer shall be determined by the Director

of the Institute arrived at on the basis of or otherwise, on findings of a Joint Committee Enquiry including Representatives of both the Institute and the tenderer, and the same shall be binding on the tenderer.

- (vi) In case of any theft or burglary it will be the duty of the Security agency/Tenderer or its representative to lodge an F.I.R. at the concerned Police Station under due intimation to the Institute.
7. The tenderer shall deploy Security Guards/Supervisor preferably below the age of 60 years respectively for the purpose of this contract.. Before the execution of the contract, the necessary documents to be submitted to institute to prove that the personnel belong to Ex-Servicemen Category / Civilian Category, shall be produced by the Tenderer to the Institute. The fact shall be verified by Institute's Authority and only those personnel shall be deployed by tenderer on duty in whose case documentary proof has been rendered to the Institute's satisfaction.
  8. If the performance or conduct of any of the security personnel / Security Supervisor deployed is found to be unsatisfactory, he shall have to be withdrawn by the Tenderer from the campus. A complete list of the security personnel engaged by the Tenderer for deployment in the Institute shall be furnished by the Tenderer along with complete addresses and other antecedents duly verified by the police authorities.
  9. The rates payable to the Tenderer which will be agreed for security personnel to be deployed viz. Security Supervisor/ Guards (Ex-service men/ Civilian) guards are required to be quoted separately in Financial Bid. Security personnel will be treated as Skilled category as per Govt. rules within the meaning of Minimum Wages Act, 1948 and will be based on the current rates laid down by the State Labour Department under the Minimum Wages Act (MWA), 1948. EPF & ESI, will be paid and deposited by Tenderer as per rules. It shall be the responsibility of the Tenderer, who will have to ensure that the Security Personnel deployed by him, at no point of time, will be paid less than the minimum rates of wages as prescribed and revised from time to time for the respective categories, which may be verified by the Institute. In case of revision/increase of rate of Minimum wages by the Government, only the excess amount pertaining to Minimum wages, EPF & ESI will be paid by the Institute. The tenderers are required to quote Service Tax (Government Levy) separately at the rates applicable in the Telengana & Andhra Pradesh State.
  10. The financial offer should be submitted online **“Financial Offer for Providing Campus Security, Watch & Ward and Allied Services at NIEPID-CRC Nellore through online only,**. The financial offer of those agencies shall be opened only whose Technical Bids have been short listed by the Institute.
  11. The tenderer shall make the monthly wages to the security personnel, deployed at NIEPID-CRC, Nellore by cheque/bank account at, Nellore

Branch, by opening individual SB account by 7<sup>th</sup> of every month, irrespective of receipt of payment from NIEPID-CRC, Nellore..

12. The Tenderer will be paid on monthly basis. Bill shall be raised by the Tenderer in accordance with the prevailing rates on every 1<sup>st</sup> day of the succeeding month and bills will be submitted for payment along with the returns of EPF and ESI deposits and details of Goods & Service tax paid to the Institute's authority. In case the previous months challan pertaining to the payment of ESI & EPF do not accompany the bill as a documentary proof, a requisite portion / or whole of bill amount shall be held up till such proof is produced at the discretion of the Institute. The number of security personnel required can vary subject to the requirements. The institute authority is not liable to pay for unauthorized replacement of security guards without its knowledge.
13. A single duty shift will have a normal duration of 8 (eight) hours excluding rest intervals. The deployment of security personnel shall be as per details given in under the heading "**Deployment of security personal**" Hereto and will be done by the Tenderer, and can be subjected to change at the discretion of the Institute.
14. The Tenderer will have to submit weekly duty chart of the security personnel to Institute's authority well in advance along with the list of personnel deployed by him. The Tenderer shall be liable to make substitute arrangements in case of the absence of the security personnel. The Tenderer shall man all the security check posts and other locations as specified by Institute's authority on all the week days.
15. The Tenderer shall ensure that at no time any security point is unmanned. A register shall be maintained at main gate where round the clock duty is performed, for the purpose of taking/handing over of the duty by the security personnel. A register will be maintained by the Tenderer at the Main gate to enter incoming and outgoing vehicles. Apart from this the Tenderer may have to maintain any such register as required from time to time. The Tenderer will have to abide any other regulatory system as will be found necessary by the Institute. Performance of duty in two shifts by the same guard on a day shall not be permitted. However, in an emergency case exception can be made with the prior approval of the Institute's Authority to the extent of one person in any one of the shifts but the payment to such a person for the extra shift shall be restricted as per labours laws
16. The Tenderer will have to arrange uniform dress all the security personnel on duty smartly and neatly on the pattern of Uniformed Services and ensure their good behaviour with the Institute establishment and visitors. They shall abstain from taking part in any staff union and association activities. The Tenderer will have to provide raincoats/ umbrella in the rainy season to security personnel. The security personnel shall not be permitted

to wear any odd wrappers. The dress shall be of uniform color and design. The cost of the uniform and other accessories shall be borne by tenderer and no deduction shall be made from the security personnel.

17. The staff deployed by the tenderer should have been verified for the antecedents by the special Branch of Police, Nellore on any other relevant authority and necessary certificate to be produced from the labour authority.
18. The tenderer shall seek necessary permission from the labour authority for deployment of the staff at NIEPID-CRC, Nellore and comply with the rules in this regard. The Institute will not be liable to provide any residential accommodation to the security personnel. No cooking or lodging shall be allowed to the Tenderer's personnel at any place inside the campus.
19. The Tenderer as envisaged in hereto will have to bear expenses incurred on the followings:
  - i) Providing torches and cells to the security guards/gunmen on night patrol.
  - ii) Providing Lathi/Ballam and other implements to the Security personnel.
  - iii) Stationery for writing duty charts and registers at the security check points and for making entries of the visitors.
  - iv) Provision of first aid box/ notice board , equipment etc., at the prescribed places.
  - v) Provision of appropriate uniform as per Clause 2 page no. 26 No deduction for the above expenses shall be made from the wages of the security personal for the above. The tenderer shall provide for the same.
20. Institute shall not be responsible financially or otherwise for any injury to the security personnel caused in the course of their performing the security or for payment of any compensation.
21. The Tenderer shall not be permitted to transfer or assign his rights and obligations under the contract to any other organization or otherwise.
22. Time shall be the essence of the Tender and the duration of this contract shall be for a period of 12 months which is extendable by a year on each occasion for a further period of One more year at the discretion of the Institute, except in the event of earlier termination under the terms and conditions. The contract shall automatically expire after completion of Twenty Four months, unless extended further by mutual consent of the parties in writing.



23. The Institute has the absolute right to terminate the contract at any time before the due date of expiry without assigning any reason by giving one month's notice in advance to the Tenderer in writing or by making equivalent payment thereof. The Institute shall also have the right to extend the contract in writing on the same terms and conditions or with some addition/deletion/modification for a further period of One year or for a shorter period until such time as a new security agency takes over in the event of Institute resorting to the process of appointing a fresh contractor/Agency.
24. The tenderer would be required to submit the following particulars along with Technical Bid through scanned copies:-
- (i) Company's Registration Certificate
  - (ii) EPF, ESI and Goods & Service Tax Registration Certificate.
  - (iii) Company's upto date Balance Sheet for the last Three years.
  - (iv) Company brochure showing the profile, if available.
  - (v) A copy of registration under the Company's Act, 1956.
  - (vi) Company should have at least two/three clients of Central Government/State Government/Autonomous Bodies/Public Sector Undertakings / Organizations under private sector of repute as on date with sufficient strength of Security Guards including Ex-Servicemen. Please attach scanned copies of the list of clients as on date and proof thereof. Company having its own Head Office or Branch Office locally should only apply (Proof to submitted). Previous credentials to the effect that agreed rate of wages has been paid by the agency to their employees from Labour Enforcement Office.
  - (viii) A copy of individual salary slip issued to security personnel, showing skilled/semiskilled etc. as applicable of individual concerned (Scanned copy of each category which is latest should be attached with technical bid).

25. In the event of the Tenderer desiring an earlier termination of the contract, he shall have to give three months advance notice to the Institute.
26. The Tenderer will be bound by the details and documents as furnished by him to the Institute while submitting the tender or at any other time. In case any of the details of such documents furnished by him, are found to be false at any stage, this would be deemed to be a breach of the terms of Contract making him liable for action.
27. The successful Tenderer has to deposit a sum of **Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand Only)** as a security deposit in the form of Bank Guarantee in favour of Director, NIEPID-CRC, Nellore .The security deposit will be returned only after all the PF amount is received by the contract labours (Security personnel deployed by the Contract agency) and the bidder should see that the validity of the Bank Guarantee shall be three months over and above the contract period. No due certificate from all labours has to be submitted for getting the performance guarantee. In case of any default, the above amount shall be adjusted against the losses/recovery for the Institute.
28. In case of breach of any of the terms of Agreement, the "security deposit" of the Tenderer will be liable to be forfeited by the Institute. In addition, the Contract/ Agreement will also be liable to be terminated. Any sum of money due or payable to the Institute including the security deposit refundable to him under the contract can be appropriated by the Institute against any amount which the Tenderer may owe to the Institute.
29. The Tenderer shall be liable to be fined to the extent of Rs. 300/- in each case for lapse in providing services like absence of Security guard from post etc.
30. The Tenderer will ensure that no unauthorized entry is permitted and the guards at the entry points are able to categories the legitimate residents and visitors without causing any embarrassment or discourtesy. The tenderer should ensure that no guards should assemble at any security point and will also be liable to be fined to the extent of Rs.250/- in each case.
31. Entry of any stray dogs and cattle into the campus is to be prevented.

32. It should be ensured that trees, flowers, plants, and grassy lawns are not damaged either by the campus inmates or by outsiders.
33. All personnel employed by the Tenderer shall be bound to provide full help in extinguishing any fire, that breaks out anywhere in the campus.
34. In the event of any mal practice on the part of the Tenderer or his employees vis-a vis any staff of the Institute or otherwise, the right to terminate the Contract will vest with the Institute.
35. TDS and GST TDS will be deducted as per prevailing Income Tax Laws and certificate this effect shall be provided to the Tenderer by Institute. The responsibility of paying the Goods & Service Tax as per prevailing rates and as claimed in the bill amount, will be of the Tenderer. The Tenderer will be required to furnish proof of such deposit to the Institute every month.
36. In case of any difference of opinion or dispute arising between the Parties, regarding interpretation or implementation of any of the terms and conditions of the Contract /Agreement then the same shall be referred to the sole arbitration of the Director of the Institute whose decision shall be final and binding upon both the parties.
37. The telephone system at the reception after switchover to night mode shall be operated by the Tenderer either by engaging an Ex-army personnel having intimate knowledge of handling telephone operations or by the Security Supervisors. The timings shall be as follows:

[a] Round the clock on weekends and holidays.

The telephone attendant services provided by the Tenderer will be of high quality.

38. Bank Guarantee or security deposit of Rs 2.50 Lakh to be deposited with the Institute. In case of Bank Guarantee, the validity of the Bank Guarantee shall be three months over and above the contract period.. In case of any default, the above amount shall be adjusted against the losses/recovery for the Institute.

## **SPECIAL CONDITIONS OF CONTRACT**

### **1. PLACE OF WORK**

NIEPID-Composite Regional Centre, Nellore, Venkatachalam, Andhra Pradesh

### **2. PAYMENT TERMS**

a) Generally payment shall be made on monthly basis within 10 days after submission of bills. However in case of delay in any particular month due to valid reason, the contractor should ensure the payment of the workers by 7<sup>th</sup> of every month.

b) The payment shall only be released on confirmation of disbursement of salaries and other allowances to the labours on or before 7<sup>th</sup> of every month deployed at site by the agency.

c) The agency will have to enclose the copies of PF, ESI, and GST challan of previous months for releasing the payment of current month.

### **3. PERIOD OF CONTRACT**

NIEPID-CRC, Nellore may levy the condition of trial period of award of contract for three months if required, otherwise the contract shall be initially for a period of One year. However, NIEPID-CRC, Nellore at its discretion may extend the contract for a further period of One more year under same terms and conditions.

### **4. VALIDITY OF PERFORMANCE SECURITY**

90 Days of the expiry of the contract / or up to the final disbursement of PF and other dues to the contract labour deployed by the agency for the contract period.

### **5. DEPLOYMENT OF STAFF**

5.1 The agency shall be fully responsible for any kind of accidents/mis-happening to their staff as well as machineries while attending the complaints or at work shall be payable.

5.2 Any extra Security person if required, at any time for attending to watch & ward shall be deployed by the agency.

5.3 The staff of the agency has to be courteous and maintain good behavior at site with NIEPID-CRC, Nellore authorities. Any person found discourteous or misbehaving shall have to be replaced within 24 hours.

5.4 No Security below the age of 18 (Eighteen) years shall be employed at the work site.

- 5.5 The agency shall pay to labour employed by him wages not less than fair wages as defined by the Minimum Wages Act (Shops & Establishment) Central or State whichever is higher during the contract period by the agency regulations or as per the provision of the contract labour (Regulation and Abolitions) Act 1970 and the agency labour (Regulation and Abolitions) Act 1971 and payment of wages 1936, minimum wages act 1948, whichever applicable.
- 5.6 The agency shall submit by 4<sup>th</sup> of every month to Officer-In-Charge a true statement of the preceding month.
1. No. of Security staff employed by him.
  2. Their working hours
  3. The wages paid to workers
  4. Any other related information asked by NIEPID-CRC,Nellore.
- 5.7 All the employees will have to be covered under insurance against any personal accident and NIEPID-CRC, Nellore will not be liable for payment of any compensation on that account.
- 5.8 Manpower deployed by the agency at our site for carrying our contracted works is strictly prohibited being associated with any other works in the campus.
- 5.9 The agency should issue uniform & identity card to all its employees within 15 days from the date of signing the contract failing which suitable penalty may be imposed by competent authority.
- 5.10 All safety equipments and safety rules shall be followed by the August.

## **6 DAMAGE CAUSED TO INSTALLTIONS**

In case of any damage caused to the installations due to negligence, carelessness or inefficiency of staff of the agency the agency shall be responsible to make good the loss. Decision of the Director, NIEPID-CRC, Nellore shall be final & binding on the agency.

## **7 LABOUR LAW**

The agency shall abide by all the rules and regulations related to labour laws, accident, workman compensation act, workmen insurance, ESI, PF, Bonus etc,. This will be the sole responsibility of the agency. Director, NIEPID-CRC, Nellore will not be a party at any stage in any of the disputes relating to the above. In case, any liability arises due to non-conformance by the agency, under no circumstances Director, NIEPID-CRC, Nellore will be liable for the same.

## **8 TERMINATION OF CONTRACT**

The Director, NIEPID-CRC, Nellore reserves the right to terminate the contract with an advance notice of Three months without assigning any reason. The contract can also be terminated at the request of agency, with an advance notice of three months, failing which the agency is liable to pay liquidated damages @ 5% of tendered value besides forfeiture of security deposit.

9.

## **10. FORCE MAJEURE**

If any time, during the continuance of this contract, the performance is whole in part either party under obligations as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (herein after referred to eventually) provided notice of happening of any such eventually is given by either party to the other within 21 days of the date of occurrence Thereof, neither party shall be reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against other of such non-performance of delay in performance and deliveries under the contract.

The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or cease to exist, In case of any dispute, the decision of Director, NIEPID-CRC, Nellore shall be final and conclusive, provided further that if the performance in whole or part of an obligation under the contracts prevented or delayed by reason of any such eventuality for a period exceeding 60days, either party may at its option, terminate the contract Provided also that if the contract is terminated under this clause the NIEPID-CRC, Nellore shall be at liberty to take over from the agency at a price to be fixed by the NIEPID-CRC, Nellore, which shall be final, all un used, undamaged and accepted materials.

Bought out components and other stores in the course of manufacture which may be in the possession of the agency at the time of such termination, or such portion thereof as the NIEPID-CRC, Nellore may deem, fit except such material, as the agency may, with the concurrence of the NIEPID-CRC, Nellore, elect to retain.

## **10 GENERAL LINE**

Whenever under this contract any sum of money is recoverable from and payable by the agency, the NIEPID-CRC, Nellore shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the agency, if a security is taken from the agency, in the event of the security being insufficient or if no security has been taken from the agency, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the agency or which at any time thereafter may become due the cover the full

amount recoverable, the agency shall pay the NIEPID-CRC, Nellore on demand the remaining balance due.

## **11 SUB-CONTRACTING**

The bidder cannot assign or transfer and sub-contract its interest / obligations / awarded work under the contract without prior written permission of the NIEPID-CRC, Nellore.

## **12 ARBITRATION**

12.1 In the event of any dispute arising between NIEPID-CRC, Nellore and the agency in any matter covered by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the matter shall be referred to the Director, NIEPID-CRC, Nellore who may himself act as sole arbitrator or may name as sole arbitrator an officer of NIEPID-CRC, Nellore notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Act shall apply to such arbitration . The agency expressly agrees that the arbitration proceedings shall be held at NIEPID-CRC, Nellore.

12.2 In case any agency wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Nellore shall have the Jurisdiction.

## **13 RESOLUTION OF DISPUTE**

13.1 In any dispute arises between the parties hereto during the subsistence of thereafter in connection with the validity, interpretation, implementation breach of any provision of the contract or regarding a question, including the questions as to whether the termination if the contract by one party hereto has been legitimate, both parties hereto shall endeavor to settle such disputes amicably. The attempt to bring an amicable settlement is considered to have failed as soon as one of the parties hereto, after, reasonable – attempts which shall continue for not less than 30 days, given 15 days notice thereof to the other party in writing.

13.2 The place of the arbitration shall be NIEPID-CRC, Nellore.

13.3 The arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.

13.4 The proceedings of arbitration shall be in English Language.

## **14 TERMINATION FOR DEFAULT**

14.1 The NIEPID-CRC, Nellore may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the agency terminate this contract in whole or in part.

**a)** If the agency fails to deliver 50% of the agreed services or more within the time period(s) specified 15 days as or any extension thereof granted by the NIEPID-CRC, Nellore.

**b)** If the agency fails to perform any other conditions under the contract and If the agency, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the NIEPID-CRC, Nellore may authorize in writing) after receipt of the default notice from the NIEPID-CRC, Nellore. On a notice period of 30 days.

14.2 In the event the NIEPID-CRC, Nellore can terminate the contract in whole or in part pursuant to above Para the NIEPID-CRC, Nellore may hire the agency at the risk and cost of working under contract as NIEPID-CRC, Nellore deems appropriate. However, the agency shall continue the performance of the contract to the extent not terminated.

**15 RIGHT TO BLACK LIST**

NIEPID-CRC, Nellore reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.

**16 Payment and Uniform**

The Tenderer will be paid the minimum wages as applicable within the meaning of Minimum Wages Act, 1948 for the following who will be treated at par with skilled/semi skilled as the case may be:

1. Security Supervisor/ Security Guards - Skilled Category

1 .Minimum Wages Act, 1948 shall be applicable to all security persons at the Institute. The Tenderer will ensure that he pays minimum wages applicable to all his employees at all times along with statutory obligations like EPF, ESI and provide uniforms and other day to day requirement of the security guards like torch, cells, sticks etc. as has been elaborated under Clause 2 Uniform below. With regard to increase in emoluments, as soon as the minimum wage rates are revised for Semi-Skilled and Skilled Personnel, the rates will be revised.

**Annexure II**

**2.Uniform :**The Tenderer will bear full responsibility of providing a smart uniform to the security personnel. There will not be any burden on this account on part of security personnel employed by the Tenderer.

The details of uniform to be provided per annum per security personnel are as follows:-

- [a] Two shirts and two trousers
- [b] Two pairs of shoes and socks
- [c] Two jersey pullover



- [d] One jacket
- [e] Cap and Belt
- [f] Scarf, torch, cell, lathi, ballem, whistle and stationary etc.
- [g] Ceremonial uniform for special occasions as and when required and permanently for the security guard at the gate and the office complex in working hours of the Institute
- [h] Any extra warm clothing required in case of extreme cold (will be of uniform Pattern)
- [i ] One Rain coat
- [j] One pair of Gum boot
- [k] One umbrella

## **DEPLOYMENT OF SECURITY PERSONNEL**

The deployment of security personnel by the Tenderer will be as furnished below:

1. Security Supervisor: overall In-charge - from 00.00 hrs. to 24.00 hrs.
2. The telephone system at the reception of the premises after switchover to night mode shall be operated by the Tenderer either by engaging an Ex-army personnel having intimate knowledge of handling telephone operations or by the Security Supervisors. The timings shall be as follows:

[a] Round the clock on weekends and holidays.

The telephone attendant services provided by the Tenderer will be of high quality.

## **TENTATIVE TOTAL SECURITY PERSONNEL**

1. Ex-servicemen/Civilian Guards - 12 (3 Security Supervisor  
9 guards).

NOTE: Estimated Manpower Requirement is subjected to reasonable change, if needed at the discretion of the Institute.

### **Profile and details of Tendering Company**

The agencies are required to furnish the following information along with the tender.

1. Name of the Tendering Agency:
  - a. Postal Address:
  - b. Name of the Contact Person(s) with address:
  - c. Name, Designation and address of the person(s) authorized to sign on behalf of and responsible to the bidding Tendering Agency ( herein after referred as bidder)
2. Other information:
  - a. Telegraphic address of the Tendering Agency:
  - b. Telephone no. registered in the name of the Tendering Agency (Kindly enclose copy of the latest paid bill)
  - c. Fax No. of the Tendering Agency:
  - d. Email Address of the Tendering Agency:
  - e. Website address, if any:
  - d Sample Signatures of the Bidder.

**ACCEPTANCE CERTIFICATE**

**FOR TECHNICAL BID**

I.....(designation).....,of  
(Name of the Company).....hereby  
accept the above mentioned Terms & Conditions for the Security Services watch &  
ward at NIEPID-CRC, NELLORE

Date:  
Place:

**Signature & Company Seal**

# **TENDER DOCUMENT**

## **Financial Bid ( PART – II)**

**Annual Contract for providing Security, watch & ward and  
Allied Services at NIEPID-CRC, Nellore  
for the year 2018-2019  
(Extendable up to One year as per mutual agreement)**

**(To be submitted online the financial bid)**

**TENDER DOCUMENT FOR PROVIDING SECURITY SERVICES WATCH & WARD  
& ALLIED SERVICES AT NIEPID, CRC, Nellore.**

1. Name of the Contractor :  
(Full address with Telephone. No)
2. Rates per Security services watch & ward:  
(Please provide detailed breakdown)
3. a) Ex-servicemen/Civilian Guards (under skilled category) --- 12 (9 guards & 3 Security Supervisors)

-----  
12  
-----

- d) ESI, PF charges as per existing rates :  
Please provide detailed breakdown
4. Service charges of the Contractor  
per month per Person :

**NOTE: Estimated Manpower Requirement is subjected to reasonable change, if  
needed at the discretion of the Institute.**

Signature of the Contractor or  
his Authorities Signatory with seal of  
the Agency / Firm

Date:

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Price Bid to be submitted online through e-procurement as per the BOQ chart. The details of the breakdown per person per month per category and also the total amount per category and Grand total as per the manpower details given above may be given as additional document in financial bid in pdf format.

**Note:** the rates quoted for manpower should be inclusive of all the minimum wages as per existing minimum wages act and labour law stipulations etc. of state/central govt. as applicable in this regard.

## Annexure - I

### **FINANCIAL BID (Should be prepared in BOQ Chart in Excel format and submit online)**

Wages prescribed as per the Minimum rates of wages payable issued by Government of India/Ministry of Labour, Office of the Regional Labour Commissioner (Central), Nellore, Andhra Pradesh.

Price Bid to be submitted online through e-procurement as per the BOQ chart. The details of the breakdown per person per month per category and also the total amount per category details given below may be given as additional document in financial bid in pdf format.

<b>Sr. No.</b>	<b>Particular of Post</b>	<b>Number of Security Personnel (A)</b>	<b>Contractor's Service Charges per month per person (each) (B)</b>	<b>Total Amount (Per month) (=AXB) (In Rupees)</b>
1.	Security Supervisor/ Personnel (Skilled category)	3 nos.		
2.	Security Guards	9 nos.		

**\*\*\*\* (Note: The Wages will be paid by the Institute as per minimum rates of wages issued by Government of India/Ministry of Labour, Office of the Regional Labour Commissioner, Nellore, Andhra Pradesh as per Minimum Wages Act to the Security personnel.**

**Apart from the above, EPF,ESI, GST etc., will be paid by the Institute as per Govt. rules.**

Signature of the Tenderer/Representative of the Tenderer)

**Note:**

1. The wages rate may change in future as per Government Order since Minimum wages are subjected to increase.
2. Rate quoted per person per month should be inclusive of all statutory requirements as per the Minimum Wages Act of 1948 and in accordance with statutory provisions and requirements laid down by all Labour Acts applicable or any other statutory requirement in force at the applicable time .
3. Any increase in minimum wages and statutory levies under Minimum Wages Act 1948 the element there only will be claimed extra on items at Sl. No. 2 As soon as the minimum wages rates are revised for skilled and unskilled personnel, the similar percentage of increase would be allowed in case of security personnel at Sl. No.1 and 2. No other charges if any on the above will be claimed.
- 4 Service tax, Bonus, gratuity etc, are exclusive which will be paid to contractor on payment of the liabilities and production of documents as proof.

The service charges are to be quoted in Rupees (amount) only, not in percentage and the same shall remain constant till contract period is over. No increase in service charge is allowed when the minimum wages are revised.

5. The competition among the bidders shall be on the Contractor's services charges quoted on the financial bids but not the wages or any other.
6. The wages indicated above are as per present minimum wages. The wages may change according to the Government notification from time to time.
7. The wages per month are inclusive of weekly half, National Holidays and other festival holidays as per Government notification.
8. The 1/6<sup>th</sup> relief is for providing additional man power to be posted during the regular man power on duty for during the weekly half, and other approved holidays.
9. Care should be taken to see that no guard is allowed to work continuously for more than Nine days.
10. No security shall work for more than two shifts in a day.



**ACCEPTANCE CERTIFICATE**

**FOR FINANCIAL BID**

I.....(designation).....,of  
(Name of the Company).....hereby  
accept the above mentioned Terms & Conditions for the Security, Watch & Ward  
Services at NIEPID-CRC, Nellore

Date:

Place:

**Signature & Company Seal**

**BOQ format:**

Validate

Print

Help

15

Item Wise BOQ

Tender Inviting Authority: < NATIONAL INSTITUTE FOR THE EMPOWERMENT OF PERSONS WITH INTELLETUAL DISABILITES >

Name of Work: < SECURITY SERVICES >

Contract No: < CRC NELLORE >

Name of the Bidder/ Bidding Firm / Company :

**PRICE SCHEDULE**

**(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)**

**(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )**

NUM BER #	TEXT #	T E X T #	N U M B E R #	T E X T #	NU M B E R #	NU M B E R #	N U M B E R	N U M B E R	N U M B E R	N U M B E R	T E X T	NU M B E R #	NU M B E R #	TEXT #
Sl. No.	Item Description	It e m C o d e / M a k e	Q u a n t i t y	U n i t s	Es t i m a t e d R a t e i n R s . P	BA S I C R A T E I n F i g u r e s T o b e e n t e r e d b y	Ex c i s e D u t y A m o u n t i n I N R R s	G S T A m o u n t i n I N R R s.	Fr e i g h t C h a r g e s ( U n l o a d i n g &	A n y O t h e r T a x e s i n R s . P	A n y O t h e r D u t i e s /L e v i e s i n R s . P	TO T A L A M O U N T W i t h o u t T a x e s col (13)	TOT AL AM OU NT W i t h T a x e s col (14) = sum	TOTAL AMOUNT In Words

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
						the Bidder in Rs. P	. P	P	Stacking) in Rs. P			= (4) x (7) in Rs. P	(8) to (13) in Rs. P	
0	<b>Security</b>													
1	Security Supervisor/ (Skilled category) - 3 nos. Only Contractor / Service charges to be quoted on Lumpsum basis per month per person.	item 1	1.00	Nos	0.00							0.00	0.00	INR Zero Only
2	Security Guards (Skilled Category) - 9 nos. Only Contractor / Service charges to be quoted on Lumpsum basis per month per person.	item 2	1.00	Nos	0.00							0.00	0.00	INR Zero Only
<b>Total in Figures</b>												<b>0.00</b>	<b>0.00</b>	INR Zero Only

Quoted Rate in Words		<b>INR Zero Only</b>