



आकृ.अनुप.-राष्ट्रीयआर्किड्सअनुसंधानकेंद्र  
ICAR-National Research Centre for Orchids  
पाक्यॉंग-737106,सिक्किम,भारत  
Pakyong - 737 106, Sikkim, India



दूरभाषसं. 91-03592-267030 (निदेशक) टेलिफैक्स 03592-267032(AO)  
वेबसाइट:www.nrcorchids.nic.in ई-मेल nrcorchids@rediffmail.com

F.No: NRCO/Admn/08/2018-19/ 330

Date: 6/11/18

**NOTICE OF INVITING OPEN E-TENDER THROUGH E-PROCUREMENT**

Online bids are invited from sponsored security agencies of DGR for the open e-tender in Central Public Procurement Portal (CPPP) for award of annual contract for Watch & Ward (Security Services) at ICAR-NRC for Orchids, Pakyong, Sikkim and Darjeeling Campus, West Bengal. A Demand Draft of Rs.50000/- (Rupees fifty thousand only) as earnest money deposit is to be made in favour of Director, ICAR-NRCO may be addressed to Director, ICAR-NRC for Orchids, Pakyong, Sikkim-737106. A Demand Draft of Rs.500/- (One Five hundred only) as Tender Cost is to be made in favour of Director, ICAR-NRCO may be addressed to Director, ICAR-NRC for Orchids, Pakyong, Sikkim-737106.

The open tender enquiry document contains twenty pages (including VI Annexures).

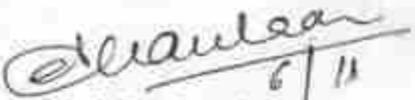
**CRITICAL DATE SHEET (Section)**

Tender No	NRCO/Admn/08/2018-19/330 Dated: 6/11/18
Name of the Organization	ICAR-NRC for Orchids, Pakyong, Sikkim-737106
Date and Time for Issue/ Publishing Time	06/11/2018 4:00 PM
Document Download/Sale Start Date and Time	06/11/2018 4:30 PM
Document Download/Sale End Date and Time	11/12/2018 09:30 AM
Bid Submission Start Date and Time	06/11/2018 5:00 PM
Bid Submission End Date and Time	11/12/2018 10:00 AM
Date and Time for Opening Bids (Technical)	12/12/2018 11:00 AM
Address for Communication	Director, ICAR-NRC for Orchids, Pakyong, Sikkim-737106

  
6/11/18  
(Arvind Chauhaan)

Assistant & Administrative Officer i/c

1. The tender form/bidder documents may be downloaded from the website: <https://eprocure.gov.in/eprocure/app> or <https://nrcorchids.nic.in/index.php/en/>. Online submission of Bids through Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) is **mandatory**. **Manual bids shall not be accepted in any case.**
2. Tenderers/ bidders are requested to visit the website: (<https://eprocure.gov.in/eprocure/app>) regularly. Any changes/modifications in tender enquiry will be intimated by Corrigendum through this website only.
3. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. This Centre reserves the right to accept or reject any or all the tenders.
4. The interested Firms are required to deposit (in original) an Earnest Money Deposit (EMD) of Rs. 50000/- ( Rupees fifty thousand only) in the form of Demand Draft from any of the Commercial Bank in favour of Director, ICAR-NRCO, payable at Pakyong and may be addressed to Director, ICAR-NRC for Orchids, Pakyong, Sikkim-737106 if bidders are exempted by GOI for submission of EMD tender document fee than this has to be stated clearly and certified in this offer has to be mandatory submitted.
5. Financial bid will be opened only of those firms which qualify technical bid.
6. The Bid Security will be forfeited in the following conditions:-
  - a. If any stage, any of the information/declaration given by the bidder is found false.
  - b. If a bidder withdraws his bid during the period of bid validity specified in terms and conditions of tender.
  - c. In case of any lapse/default in honouring of terms and conditions at any stage after submitting the tender.
  - d. In case of final selection of bidder, if he fails to enter into the contract or fails to furnish Performance Security in accordance with the terms and conditions of the tender.

  
 (Arvind Chauhan)

Assistant & Administrative Officer i/c

Copy to:

1. PA to Director, ICAR-NRC for Orchids, Pakyong, Sikkim
2. Chairman, TAC, ICAR-NRC for Orchids, Pakyong, Sikkim
3. Scientist (I/c), ICAR-NRC for Orchids, Darjeeling Campus, West Bengal
4. Scientist (I/c), ARIS Cell, ICAR-NRCO with request to upload the tender document on institute's website.
5. Secretary, Rajya Sainik Board, Govt. Of Sikkim, P.S Road, Gangtok - 737101
6. Secretary, Rajya Sainik Board, West Bengal, Block 'I' (First Floor) Writers Buildings, Kolkata- 700001
7. Director, Directorate of Sanik Welfare Sainik Bhavan, House No. 74 Lachit Nagar, Guwahati - 7, Pin- 7381007 (Assam)
8. Secretary Rajya Sainik Board Nageswar Tangi, Lewis Road Bhubaneswar - 751002 (Odisha)
9. Secretary, Sainik Kalyan Nideshalaya cum Zila Sainik Kalyan Padadhikari Patna, Danapur Cantonment, Danapur, Patna, Bihar 801503
10. Secretary, Zila Sainik Board, Sainik Bhavan, Kutchery Compound, Darjeeling - 734 101
11. Secretary Zila Sainik Board Collectorate Complex Jalpaiguri Pin - 735101
12. Office of SDM, Pakyong, for wide publicity through notice board
13. AF&AO, ICAR-NRC for Orchids, Pakyong, Sikkim
14. I/c Security, ICAR-NRC for Orchids, Pakyong, Sikkim

From:

**Director  
ICAR-NRC for Orchids,  
Pakyong, Sikkim-737106**

Dear Sir,

On behalf of the Director, Indian Council of Agricultural Research-NRC for Orchids, Pakyong on-line bid are invited under two-bid system through e-procurement for engaging Ex-servicemen as Security Personnel from all empanelled security agencies having valid sponsorship from Directorate General of Resettlement (DGR), Ministry of Defence to provide 07 (Seven) Security Guards as Annual Job Contract for Watch and Ward (Security Services) at ICAR-NRC for Orchids, Pakyong Sikkim and 03 (three) security guards at Darjeeling Campus, West Bengal on monthly contract basis for a period of one year and extendable for a further period of another one year subject to satisfactory performance of the Security Agency and its willingness to continue.

The terms and conditions of the contract which govern the contract to be made are those contained in the general conditions of contract applicable to the contract placed by the NRCO and the special terms & conditions detailed in the tender form and its Annexure. Please submit your tender, if you are in a position to provide the requisite services in accordance with the requirements stated in the attached schedule.

1. An earnest money of Rs.50,000/- (Rupees Fifty Thousand only) subject to submission of a exemption certificate must be deposited in the form of Demand Draft payable at State Bank of India, Pakyong in favour of Director, ICAR-NRC for Orchids, Pakyong, Sikkim. The tender will not be considered, if the earnest money/exemption certificate is not sent with the tender. The EMD shall be refunded to the unsuccessful firm without paying any interest by the NRCO.
2. The e-tender must be submitted as per details given in the annexure-II, III.
3. The firm is being permitted to e-tender in consideration of the stipulation on his/ her part that after submitting his/her tender, he/she will not refuse his/her offer or modify the terms and conditions thereof. The firm who fail to observe and comply with the foregoing stipulation, the EMD will be forfeited by the NRC of Orchids.
4. Acceptance by the NRCO will be communicated by Speed Post/fax/e-mail or any other form of communication. Formal letter of acceptance of the tender will be forwarded as soon as possible, but the earlier instructions in the Speed Post/fax/e-mail etc. should be acted upon immediately.

  
(Arvind Chauhaan)

Assistant & Administrative Officer i/c

**GENERAL INFORMATION AND OTHER TERMS  
AND CONDITIONS OF THE CONTRACT**

**1. CAMPUS AND THEIR LOCATION**

Sl. No.	Description: ICAR-NRC for Orchids, Pakyong, Sikkim
1	Whole Campus including Administrative Cum Lab Building, Farm and Forest Area
2	Quarters, Chalamthang, Pakyong
Sl. No.	Description: ICAR-NRC for Orchids, Darjeeling Campus, AJC Bose Road, Darjeeling, West Bengal
1	Whole Campus including Administrative Cum Lab Building, Farm and Forest Area and quarters

**2. SERVICES REQUIRED POINTS**

**A. DUTY AREA, ICAR-NRC for Orchids, Pakyong**

Area of Duty	Duty Shift			Point in Quantity	Supervisor
Gate-I	6.00 AM - 2.00 PM	2.00 PM- 10.00 PM	10.00 PM - 6.00 AM	Per shift 02 (two) Guards	One supervisor

**B. DUTY AREA, ICAR-NRC for Orchids, Darjeeling Campus, West Bengal**

Area of Duty	Duty Shift			Point in Quantity	Supervisor
Gate-I	6.00 AM - 2.00 PM	2.00 PM- 10.00 PM	10.00 PM - 6.00 AM	Per shift 01 (one)Guard	none

**C. In addition, National Flags in front of the Campus at specific locations is to be hoisted and removed per day as per flag code by the security guard**

**Note**

The Duty area, as mentioned 'A' above, of each point with each shift, above, shall be manned by a Security guard. There should not be any overlapping of duties of any shift/point

Above provisions, requires security guards for 3 shifts in 1 point manned by two security guard each shift of 08 hours, Supervised by a supervisor at ICAR-NRCO Pakyong & three shift of eight hours, per shift one guard at ICAR-NRCO, Darjeeling Campus, Darjeeling, West Bengal.

**3. SERVICES:**

The entire open area and the built up area will have to be maintained from security angles. Complete security of the ICAR-NRCO Building, Farm, Forest Area, and Quarters and its properties shall vest fully with the approved contractor who shall be held accountable for any loss of property/material etc. from within the buildings/campus as per the detail give below:

*eh*

- a. The selected agency shall provide Ex-servicemen only, for Security Services at ICAR-NRC for Orchids, Pakyong and Darjeeling Campus strictly as per the charter of duty and terms and conditions mentioned in the tender document (Annexure-III). The agency shall employ good and reliable & robust Ex-Servicemen and clean record to carry out the job contract. In case any of the personnel so engaged by the agency is not found suitable by the NRCO, the NRCO shall have the right to ask for its replacement without giving any reason thereof and the agency shall on receipt of a written communication in this regard will have to replace such persons immediately.
- b. All the Ex-servicemen 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 Ex-servicemen with identity cards.
- c. The agency shall provide Torch, Uniform, Gumboot, Raincoat, Stick for smooth functioning of Security Services.
- d. The Contractor shall not sub-let further assign the contract.
- e. The Agency shall have to provide Telephone/ Mobile number for 24 hours for contact.
- f. The selected security agency for award of contract shall have to execute an agreement with ICAR-NRCO on a non-judicial stamp paper of Rs. 100/-.
- g. All the Empanelled Security Agencies are advised to have a complete inspection/site visit of NRCO Pakyong and Darjeeling Campus done before offering rates and they are all welcome for a survey of the area at any time after tender uploading day to the closing date.

#### **5. BID SUBMISSION:**

5.1 Bids must be submitted by the time 10:00 AM and Date: 11/12/2018 mentioned in the schedule covered in the Notice Inviting Tender.

The tender form must be clearly filled in ink legibly or typed. The tenderer should quote the rates and amount tendered by him/them in the figures and as well as in words. In case, there is difference of amount in words and in figures, amount mentioned in words shall be treated as correct and final.

Technical and Financial bids must be uploaded in CPP Portal, separately.

#### **1: TECHNICAL BID. (Annexure-I)**

This part shall contain the technical proposal. The Technical bid (Annexure-I) shall be uploaded in scanned copies of the original document, only.

#### **2: FINANCIAL BID. (Annexure-II)**

This part II i.e Financial bid (Annexure-II) shall be filled in CPP Portal in the given BOQ format. Correction fluid is not allowed to be used. In case there is any correction, the Bidder shall cut the same neatly and put his signature and stamp with date near the place of each correction.

This part (i.e Financial bid) shall contain only the rates to be charged and any other information/ document which has been specifically asked to be furnished along with the price bid. It is to be noted that the price Part shall contain only prices and no conditions whatsoever. Any conditions given in this part shall not be considered and may render the offer liable for rejection.

5.3 The bid shall be signed by a person legally authorized to enter into commitment on behalf of the Bidder. The Bidder shall submit Power of Attorney in favour of the person who is authorized to enter into commitments on behalf of the Bidder.

NRCO will not be bound by any Power of Attorney granted by the Bidder or changes in the constitution of the firm made subsequent to submission of the bid or after the award of the contract. The NRCO may, however, recognize such Power of Attorney and changes after obtaining legal advice, the cost of which will be borne by the Bidder.

The cancellation of any document such as Power of Attorney, Partnership Deed etc. should be communicated by the Bidder to the NRCO in writing well in time, failing which NRCO shall have no responsibility or liability for any action taken by NRCO on the strength of the said documents.

Should the Bidder have a relative or relatives in NRCO, the relevant authority inviting bids shall be informed of the facts at the time of submission of the bid, failing which the bid may be disqualified or if such fact subsequently comes to light, NRCO reserves the right to take any other action as it deems fit in accordance with any applicable law, rules, regulations of the like in force.

#### **6. TERMS & CONDITIONS:-**

1. The tenderer shall invariably ensure the time bound confidential movement related to manpower.
2. The tenderer should take care that no column in the Technical as well as Financial bid should be left blanks which would be otherwise made the tender liable for rejection. In case any column has to be left, it should be filled as "Not Applicable".
3. Any act on the part of the tenderer to influence anybody in the NRCO is liable for rejection of the tender.
4. The Guard shall be able to use fire extinguishers etc in case of fire.
5. The successful tenderer shall not engage any sub-Contractor or transfer the contact to any other person/firm/agency in any manner. The tenderer shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
6. Tender not form forming to the requirements of the NRCO will be rejected and no correspondence thereof shall be entertained, whatsoever.
7. Any person who is in Govt. service or an employee of this NRCO should not be made partner to the contract by the Tenderer directly or indirectly in any manner whatsoever.
8. The tenderer shall indemnify the NRCO against all other damages/charges and expenses for which the NRCO may be held liable or pay on account of the negligence of the Tenderer or his staff or any person under this control whether in respect of accident, injury to the person or damage to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The NRCO shall not be responsible financially or otherwise for any injury to the Guard or person deployed by the tenderer during the course of performing duties. The Antecedents have to be verified by the bidder.



9. The rate contract is for one year and the NRCO reserves the right to extend the validity of contract on mutual consent on the same rates and terms & conditions for a maximum of another year subject to satisfactory functioning of the Tenderer.
10. It should be ensure that all security guards deployed at NRCO must be Ex-Service men and fully devoted to their duty.
11. It should be ensured that the Security Guards deployed at NRCO should posses good physique, vision etc and are Ex-Servicemen only.
12. All the sponsored agencies of DGR have to abide terms and conditions laid down by DGR in respect of various Labour Laws/ Acts/Rules like Minimum Wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable by the Tenderer, there will not be any liability on the NRCO.
13. The NRCO will be under no legal obligation to provide employment to any other personnel of the Tenderer during/expiry of agreement period and the NRCO recognize no employer-employee relationship between the NRCO and the personnel deployed by the Tenderer/agency.
14. The NRCO shall have the right to ask for the removal of any security personnel engaged by the agency, which is not found to be competent and orderly in the discharge of his duties.

**15. MODIFICATIONS AND WITHDRAWAL OF BIDS:**

- 15.1 The Bidder may modify or withdraw his/her bid before the closing date at CPP Portal.
16. Payment of salary to staff by the agency should be made through RTGS. The mandatory returns /reports required to be submitted to DGR by the deployed sponsored security agency are to be filled to DGR as per stipulated schedules.
17. The Agency/ firm shall submit the details of the Security Personal deployed in NRCO such as Name, Address, Proof of Service, discharge order etc. for all the Ex-Serviceman.
18. The Director, ICAR-NRC for Orchids reserves the right to terminate the contract without assigning any reason in case of any breach of terms and conditions of the contract by giving a notice of 15 days to the Tenderer at any point of time during any of the years of the contract.
19. No person shall be absent from duty without prior intimation and permission of authorized officer of the NRCO and no person shall perform doubt duty, failing which it shall invite a penalty of Rs. 1000/-on each occasion and habitual offender in this regard shall be removed from the NRCO. The penalty on this account shall be deducted from the agency's bill.
20. The Ex-servicemen engaged by the agency shall be available all the time as per their duty roaster, which agency has to prepare in consultant with Security in charge of the Campus and they shall not leave their place of duty without the prior permission of the Security in charge of the NRCO. Adequate supervision will be provided by the Security in charge as nominated by the NRCO to ensure correct performance of the said security services in accordance with prevailing assignment/instruction agreed between the two parties in order to exercise effective control and supervision over the staff deployed by the agency.

*(Signature)*

21. All liabilities arising out of accident or death while on duty shall be borne by the agency.
22. The NRCO shall not directly or indirectly engage any personnel of the agency during the period of contract.
23. Any dispute arising out in connection with the agreement shall be referred to as per Arbitration Act in force.
24. The quoted rates shall be inclusive of all taxes and duties etc, as applicable and no extra charge shall be payable on this account.
25. The Ex-Servicemen provided shall be under the direct control & supervision of the Contractor/Agency. However, the contractor shall comply with the oral and written instructions given on day to day basis, by the Security In-charge of the Campus authorized by the NRCO from time to time.
26. Since, there may be delay in releasing payment by NRCO to the Agency. If wages to the security staff by the agency should not be linked with receiving of payment from NRCO and the contractor/agency shall pay the wages as per Central Govt. rate to his staff deployed/engaged at NRCO by 07<sup>th</sup> of every month.
27. The contractor will work in close co-operation and co-ordination with other agencies working at site. like CPWD and other contract labour.
28. The contractor will be solely and exclusively responsible to adhere all the statutory obligations under Indian Law in respect of compliance of all the rules, regulations and directions given by any statutory authority with regard to safety, labour laws or other prevalent laws.
29. The EMD is liable to be forfeited if the tenderer withdraws the tender within the period of validity of tender.
30. In addition to above, the Terms & Conditions as laid down by DGR are also applicable.

### **31. Security Deposit**

**31.1** The successful bidder shall furnish a Security Deposit guarantee for an amount equal to ten (10) percent of the yearly awarded value i.e 10 percent of total value of contract within two weeks from the date of acceptance of the bid for due and proper fulfilment of contract..

**31.2** EMD of successful bidder shall be discharged after receipt and acceptance of the Security Deposit in the valid format. EMD of unsuccessful bidders shall be discharged after award of work to the successful bidder and signing of contract thereof.

**31.3** The Security Deposit provided by the successful bidder may be in the form of a bank guarantee from a Nationalized Bank, which should be valid for the period of guarantee from the date of issue or Demand Draft in favour of Director, ICAR-NRC for Orchids, payable at Pakyong.

*de*

## 32. FORCE MAJEURE

32.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts

32.2 The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely NRCO and the Contractor.

32.3 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, NRCO shall have the option of cancelling this contract in whole or part at his discretion without any liability at his part.

32.4 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

## 7. PENALTIES

I. In case any public complaint is received attributable to misconduct/Misbehaviour of any Security Guard deployed by the agency, a penalty of Rs.2,000/- for each such incidents shall be levied and the same shall be deducted from the monthly bills produced by the firm. Further, the concerned agency personnel shall be removed from the systems immediately. In case the agency fails to commence/execute the work stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, the NRCO reserved the right to impose the penalty as detailed below:-

- I. A 20% cost of order/agreement per week.
- II. For not reporting to the duty by the security guard in time a minimum penalty of Rs. 2000/- will be imposed per default and maximum penalty as decided by the Competent Authority.
- III. For misbehaviour of the Guard Rs. 2000/- will be imposed per default and maximum penalty as decided by the Competent Authority. For not providing substitute Guard Rs. 3000/- will be imposed per default and maximum penalty as decided by the Competent Authority.
- IV. For causing damage to the public property Three times the market value of the damaged property.
- V. For breach of any of the conditions of the contract: Termination of contract and forfeiture of security deposit or a minimum penalty of Rs. 5000/- per default as the case may be depending upon the grounds of violation.

*dk.*

- VI. If security is not observed up to the satisfaction of the NRCO, a penalty of minor fine of Rs. 2000/- per incident or a major fine of Rs. 5000/- per incident will be imposed on the agency.
- VII. The Security Personnel engaged by the agency shall be dressed in neat and clean uniform (including proper name badges), failing which it shall invite a penalty of Rs. 2000/- on each occasion and habitual offender in this regard shall be removed from the NRCO. The penalty on this account shall be deducted from the agency's bill.
- VIII. Any security guard engaged by the agency found intoxicated with alcohol or any other narcotic during the duty hours shall be imposed with a penalty of Rs. 2000/- for each occasion.
- IX. For persistent breach or unsatisfactory services-termination of contract along with forfeiture of performance security and blacklisting.

#### **8. BID EVALUATION CRITERIA:-**

1. The prospective service providers are free to quote the price for service(s) outlined in the tender enquiry as service charges but not lower than the DGR prescribed rate of 14% on total wages., the price so quoted shall not be below the DGR promulgated minimum wages. The costing by these service providers is to factor all qualities expectation outlined in the tender document and the office memorandum no. 28(3)/2013-D (Res-1) dated 9th July, 2012(as AMENDED VIDE 2893)/2012-d (Res-1) on 16 Jan 13) issued by GoI/Mod. The prospective service providers are encouraged to survey the environment to assess the realistic cost of delivering the expected services in effective and efficient manner.
2. In an eventuality of all the DGR sponsored Agencies quoting the same rate, the NRCO will award the contract to the experienced most sponsored agency.

**9. TERMS OF THE CONTRACT:** Initially the terms of the contract will be for one year. On the expiry of the contract, the NRCO reserves the right to renew the contract for further one year on the basis of satisfactory performance of the agency.

**10. MODE OF PAYMENT:** The agency shall submit monthly bills for the job performed during the preceding month along with proof of contribution made for ESI/EPF and GST paid for the Manpower provided to the NRCO. The NRCO shall make payment by means of NEFT/RTGS directly into agency's bank account. However taxes which are as per the rules of the Govt. of India/ Govt of Sikkim, shall be deducted at source from monthly bills of the successful firm, as per rule. The payment shall be made to the firm after getting satisfactory report of work from the Security in charge.

**11. TERMINATION:** - This contract can be terminated by giving one month's notice on either side and that any notice required to be served shall be sufficiently served on the parties if delivered to them personally or dispatched by the address herein given under registered post. The NRCO will have no responsibility for any loss/damage caused to them. This also cannot be challenged through any court of law.

**12. LOSS AND / OR DAMAGES:** - In case of any loss or damage done to the property of the NRCO by the personnel provided by the agency for security duties at ICAR-NRCO, Office Campus, Farm,

*de*

10/20

Quarters, and Forest area, full damages will be recovered from the Agency and decision of the competent authority of NRCO shall be a binding on agency.

**13. SECURITY DEPOSIT:** - An amount of 10% of total annual contract value shall be deposited as security money/performance guarantee within two weeks from the award of contract. The security shall be refunded to the contractor after satisfactory completion of the contract or adjusted against any damages or loss of property etc. caused by the personnel deputed by the agency. No interest will be paid on the security money deposited with the NRCO.

**14. Risk Clause:**

*NRCO reserves the right to discontinue the job contract at any time, if the work are found unsatisfactory by giving a show-cause notice to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from pending bill or by rising a separate claim*



**Technical Bids**

Last date for receipt of Tender : 11/12/2018 10:00 AM

Date of Opening of Technical Bid : 12/12/2018 11:00 AM

1.	Name of the Security Agency	
2.	Address with Ph. No/ Mobile No.	
3.	Address and Telephone No. of the Tenderer	
4.	Full Bankers Details with IFSC Code.	
5.	Scanned copy of valid DGR sponsorship letter with empanelment certificate	
6.	Registration with state Govt to provide security services	
7.	PSARA license for the State of operation of the Security Agency	
8.	EPF No. of Firm with valid certificate	
9.	ESI no of the agency with valid certificate	
10.	Service Tax Registration No.	
11.	Scanned copy of draft for EMD before last date of submission of bids/Scanned copy of Exemption Certificate for EMD	
12.	Whether the Agency has been blacklisted by any of the Department/Organizations of the Government of India/Government of Sikkim or any other state Govt. and any criminal case is pending against the said firm/agency as per annexure-V	
13.	Under taking certificate by the agency for providing cent percent Ex-servicemen Security Guards.	
14.	Undertaking by security agency for quoting Service Charge (agency charges) not below specified by DGR@ 14% total cost, as mentioned in the Financial bid at Column' 14'. <b>(Fail to comply this will result in a non-responsive bid and which will not be considered for Financial Evolution.)</b>	

This is to certify that I/We have carefully read the contents of the tender document and fully understood to all the terms and conditions therein and undertake myself/ourselves to abide by the same.

Place  
Date

Name of the firm/Agency  
Seal of the Firm/Agency

Signature of the Tenderer  
Name of the Signatory

**Note: - The information required at serial no. 1 to 14 must be uploaded with the certified copies of the document, and attached as per the serial number failing which the tender is liable to be rejected. No other document needs to be uploaded with the tender form.**

## FINANCIAL BID

Name and address of the bidder: \_\_\_\_\_

To,  
The Director,  
ICAR-NRC for Orchids,  
Pakyong, Sikkim-737106

Sl. No.	Description of Work	Percentage/Rate as per DGR*	Amount in INR	To be quoted by empanelled agency as per DGR rates
1	Basic Wages plus Variable Dearness Allowance Rs 522.00		522.00	
2	Employee State insurance(ESI)	4.75% of Basic wages +VDA	24.80	
3	Employee Provident Fund(EPF)	12% of Basic wages +VDA	62.64	
4	Employee Deposit linked Insurance (EDLI)	0.5% of Basic wages +VDA	2.61	
5	Administrative Charges	0.65% of Basic wages +VDA	3.39	
6	House Rent Allowance(HRA)	8% of Basic wages +VDA or Rs 1800.00 whichever is higher	69.23	
7	ESI Medical allowances on HRA	4.75% of HRA	03.29	
8	Bonus (ref note)	8.33% per month (Basic + VDA)	43.48	
9	Uniform Outfit Allowance	5%of Basic wages +VDA	26.10	
10	Uniform Washing Allowance	3%of Basic wages +VDA	15.66	
11	Total		773	Cost per watch (08 hours ) for every guard
1	Reliving Charges 1/6 <sup>th</sup> of total serial no (11)		129	
2	Total Cost Per Head per day		902	
3	Service Charge	@ 14% AS PER DGR**	126**	
4	Sum Total		1028	
5	GST	As per prevailing rates		

\*2112/SA/Minimum Wages/EMP Notice of revision of minimum wages w.e.f.01 April 2018 (DGR, MoD, Gol)

\*\* Refer Bid evaluation criteria: Clause 8.1

Place  
Date

Name of the firm/Agency  
Seal of the Firm/Agency

Signature of the Tenderer  
Name of the Signatory



**CHARTER OF DUTIES FOR SECURITY SERVICES AT ICAR-NRC for Orchids,  
Pakyong and Darjeeling Campus**

<b>DETAILS</b>	
<b>(a)</b>	To ensure Proper locking/unlocking of all doors and windows, switching off lights, fans, air conditioners, heaters, room Coolers, water taps etc. and report the Incharge concerned immediately after Locking of all office rooms.
<b>(b)</b>	To ensure that no unauthorized persons or vehicle get entry into the guarded premises in an irregular manner.
<b>R</b>	To ensure safe custody of Keys
<b>(d)</b>	To regulate traffic and ensure proper parking of vehicles.
<b>R</b>	To conduct regular petrol along the specified beats.
<b>(f)</b>	They shall restrict the entry of stray cattle/dogs/ animals get access to the guarded area.
<b>(g)</b>	To check pilferage and implement anti-theft measures.
<b>(h)</b>	Check and keep the record of all out going material through gate pass signed by the authorized officials.
<b>(i)</b>	Check/control /search staff engaged by any other contractor or person having access to the building.
	They shall perform their duties with patience and will give no room for complaint.
<b>(j)</b>	Be conversant with the location of fire alarm switches and hydrant and fire extinguisher and operate them in case of need and assist the fire brigade in their operation
<b>(k)</b>	Not to allow any unauthorized persons except the staff member with due permission of the competent authority in the guarded area.
<b>(l)</b>	They shall not permit the visitors to roam around in the buildings.
<b>(m)</b>	To maintain record of incoming and outgoing vehicles at Entrance Gate and Exist Gate of the buildings with time and date.
<b>(n)</b>	To report unusual events in suspicious circumstances occurring in the area of premises.
<b>(o)</b>	To keep record of staff members who are required to sit beyond office hours or attend office on Saturdays /Sundays and Closed Holidays in a register and obtain their signatures.
<b>(p)</b>	To hoist and lower the National Flags as per the Flag code.
<b>(r)</b>	To maintain complete record of visitors. The security guards posted at Entrance Gate and Exit gate shall maintain a register and record the name and entry/exit timings of each visitor.
<b>(s)</b>	To safe guard the movable/immovable/consumable/non consumable asset of NRCO. Safeguard of poly houses, planting materials, flowers, farm products etc
<b>(t)</b>	Any other items of work assigned with the approval of the competent authority, which is not covered in above mentioned items.

Full Name and address of the tenderer in  
Addition to address and other relevant information  
Needed for the complete Address:-

Telephone No .....

Address:.....

*ek*

**THE TERMS AND CONDITIONS FOR THE SECURITY GUARDS& SUPERVISOR**  
**(Part-II)**

1. The guards should be healthy, desirable physique and proper experience and may be shuffled from time to time.
2. The guard shall be matriculate and should have able to communicate in Hindi and English.
3. The guard should perform one shift per day, double duties are not allowed, in any condition.
4. The guard should not develop social relationship with NRCO Staff.
5. The guard should be provided with uniforms, whistle, torch, Lathi, Gum Boots, ID Card, umbrella, raincoat etc.
6. The guard should wear neat uniform while on duty along with identity cards.
7. They should not leave the point unless and until the reliever comes for shift duties.
8. The Security supervisor will maintain all the registers which are kept at the main gate
9. They have to verify after 5.30p.m.or at closing time, that all rooms/campus are locked properly.
10. From 10.00 p.m. to 6.00a.m. one Security Supervisor must be on patrolling duty in the campuses by rotation and while patrolling he should check all the locks of campus.
11. They should not give lenient or casual impression in the duties and they should be alert and attentive.
12. They should not allow anybody with vehicles to office or inside the campus without proper entry in the visitors registers.
13. They should observe movement of all the staff, labourer and visitors etc.
14. All the vehicles are to be parked in the parking place only. The vehicle has to be checked by the Security Guard on duty while coming inside and while going out also.
15. Proper entries are to be made while handing over key to any staff of NRCO and while taking over too.
16. 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.
17. Changing of Security Supervisor/Security Guards should be intimated to the caretaker.
18. Patrolling to the identified points to be carried out every hour in the night.
19. The security staff should follow all formalities of Security System while on duty.
20. The Security personnel should ensure that 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 Officer-in-charge, Security.



(Letter to the NRCO on the vendor's letterhead)

To,  
Director  
ICAR-NRC for orchids,  
Pakyong, Sikkim-737106

Sub: Your tender for Provision of Security Services in the ICAR-NRCO, Pakyong and Darjeeling Campus, Darjeeling, West Bengal.

Dear Sir,

With reference to the above tender, having examined and understood the instructions, terms and conditions forming part of the tender, we hereby enclose our offer for the provision of security services to the NRCO Pakyong Sikkim and Darjeeling as detailed in your above referred tender. We confirm that we have never been black-listed by any agency. We further confirm that our offer is in conformity with the terms and conditions as mentioned in your letter referred to above and its enclosures. We also understand that the NRCO is not bound to accept the offer in full or in part without assigning any reasons whatsoever. We enclose the requisite Earnest Money Deposit of Rs. 50,000/-in the form of A/c Payee Demand Draft in favour of Director, NRCO, Pakyong, Sikkim payable at Pakyong, Sikkim. We are also enclosing DD for Rs. 500/-(D.D No.....dated.....on towards tender cost.

Date:

Yours faithfully,

Authorized Signatories  
(Name and Designation, seal of the firm)



16/20

**DRAFT OF AGREEMENT TO BE ENTERED BY THE CONTRACTING AGENCY  
(Part-I)**

This agreement is made at \_\_\_\_\_ on the \_\_\_\_\_ day \_\_\_\_\_ between the Indian Council of Agricultural Research-National Research Centre for Orchids, Pakyong, Sikkim (hereinafter called first party)

First Party and, \_\_\_\_\_ having its office at \_\_\_\_\_ (here in after called the Security Agency) of the other part.

WHEREAS the first party desired to avail the security on job contract basis for the purpose of carrying out the security and watch and ward of their property etc.

Now THEREFORE it is agreed by and between First Party and the security agency as under:-

1. The Contracting Agency shall carry out the security and watch and ward of the ICAR-NRCO Pakyong Sikkim and Darjeeling Campus, as per the requirements and instructions given to them by NRCO from time to time for a period of one year. The entire open area and the built up area will have to be maintained from security angles. Complete security of Campus and its properties shall vest fully with the approved contractor who shall be held accountable for any loss of property/material etc. from within the building/campus.
2. A list showing the jobs to be carried out by the Contracting Agency is attached as Annexure-III. However, these are only illustrative and not exhaustive. Additional jobs or modifications in the job will be carried out with approval of the authorities of NRCO.
3. The Contracting Agency shall render the services on job contract basis which includes PF contribution, ESI contribution and any other statutory provisions and liabilities to be discharged by the Contracting Agency.
4. Security guards to be deployed shall preferably be ex-service men with robust health and clean record within age group of 21 to 58 years. Manpower so engaged shall be trained for providing security services and fire fighting services before joining. The watch and ward will be round the clock and 7 days of the week and shall be changed as per requirement of the NRCO from time to time. In case there is any change in employment of the Security Guard, such change shall be intimated to the Contracting Agency in writing well in advance.
5. The Contracting Agency shall employ their own staff/employees as may be required for the purpose of execution of the work which shall be subject to the approval of the NRCO.
6. The Contracting Agency will discharge all legal obligations of their employees in respect of their wages and other service conditions and shall also comply with the rules and regulations and provisions of law in force that may be applicable to them from time to time viz. statutory obligations under Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act, Workmen's compensation Act, EPF&MP Act, Industrial Dispute Act etc. The Contracting Agency will indemnify and keep indemnified the NRCO from any claim, loss or damages that may be caused to the NRCO on account of the Contracting Agency's failure to comply with their obligations under the various law towards their staff/employees employed by the or any loss or damage to one part due to acts/omissions of other part. The NRCO will not be responsible for any loss caused so. Contracting agency will be fully responsible for it. The Contracting Agency shall pay Minimum wages to the personnel during the period of contract and



shall not make any claim of additional amount from NRCO, If there is any increase of Minimum wages by Central Govt or State Govt during period of contract.

7. The stationery items like registers, scales, writing pads, pencils, staplers etc. will not be provided by the NRCO and uniforms will not allowed to be washed in the NRCO premises. The uniform of the security personnel and other related items as mentioned above will be provided by the Contracting Agency. NRCO has to pay only the amount which will be finalized as per contract.
8. The Contracting Agency shall submit their bills after completion of each month during the first week of the following month of the services rendered previous months to Director, ICAR-NRCO. The payment will be made through RTGS/NEFT on receipt of confirmation regarding satisfactory execution of services by the officer authorized for this purpose. In case the services are not provided up to the satisfaction of the authorities, suitable deduction will be made from the payment at the discretion of Director, NRCO whose decision shall be final and binding on the Contracting Agency.
9. The Contracting Agency shall submit the record of payment made to security guards/supervisor on monthly basis and shall ensure that the payment is made as per Minimum Wages Act.
10. The Contracting Agency agrees to get all the security staff members and their employees insured against any liability arising under the workman's compensation act or under the common law. The Contracting Agency agrees to indemnify against any claim that the NRCO may have to meet in respect of their staff members and/or workman/employees on account of any accident or for any other reason.
11. It is further clarified that under no circumstances, the staff member and or the workmen/employees or the Contracting Agency shall be treated, regarded or considered or deemed be the employees of the NRCO and the Contracting Agency alone shall be responsible for their remuneration, wages etc.
12. Contracting Agency will ensure that no theft or damages to the NRCO property should take place during the tenancy of the service contract of the Contracting Agency. In case any theft or damage to the NRCO property occurs during the service contract period with the Contracting Agency due to the negligence of the security staff/employees of the Contracting Agency, the Contracting Agency shall be held responsible for such losses and damages, if after an enquiry, the NRCO comes to the conclusion that the loss is attributable to the negligence on part of security personnel of the Contracting Agency. The Contracting Agency shall attend all the police cases from time to time during the contract period, if required.
13. The Security Agency will ensure that the National Flags are hoisted/Lowered, at the respectable places and hence will be completely responsible for the lapse in this regard. Any problem in this regard should be reported in writing to the undersigned or other senior officers.
14. The Contracting Agency will provide the security Service round the clock in three shifts *running from 6.00 a.m. to 2.00 p.m.* 2.00 p.m. to 10.00 p.m., 10.00 p.m. to 6.00 am. The Security Supervisor of the Contracting Agency shall be present to supervise the security work invariably between the shifts from 6.00 a.m. to 2.00 p.m., 2.00 p.m. to 10.00p.m. and 10.00 p.m. to 6.00 am. In case any lapse in this regard comes to the notice of Director, NRCO or any other officer authorized by Director, NRCO action

as deemed fit will be taken to make suitable deduction from the monthly bill of Contracting Agency.

15. If any question or dispute arises between the parties hereto or their representatives with respect to the meaning or effect of any clauses of this agreement or about the rights of liabilities of the parties hereto, then such a question or dispute shall be referred to the arbitrator and such arbitrator shall be appointed by the Director, NRCO and the proceedings shall be governed by the provisions of Arbitration & Conciliation Act 1996 for the time being in force in Indian Union and the Award passed by the arbitrator shall be binding on both the parties hereto.
16. The Contracting Agency shall inform the NRCO immediately of their having been granted the approval by the Government of India to operate as Private Security Guards Agency under regulation of Employment and Welfare Act 1981 and by state govt. The Contracting Agency shall obtain the license under section 12 of the Contract Labour (Regulation & Abolition) Act, 1970 from the competent authority and shall also keep them registered with any other concerned authority as required by any other law. During the currency of agreement Contracting Agency shall have licence under section 12 of the Contract Labour (R&A) Act, 1970. In default of these agreement contract will be liable to be terminated.
17. Notwithstanding anything contained in clause 13 it is expressly agreed and understood that the NRCO at its discretion will terminate the agreement in case of following contingencies:
  - a. If the Contracting Agency fail to execute the work entrusted to the satisfaction for which NRCO shall be the sole judge.
  - b. If the Contracting Agency fails to discharge their legal obligations towards the security personnel employed at NRCO premises.
  - c. If for any reason whatsoever, the Contracting Agency is not able to perform their part under this agreement for continuous period of ten days or more.
  - d. If the Contracting Agency commits breach of any of the clauses of the agreement.
  - e. If the NRCO is required to pay any damages and/or compensation and/or any payment to their customers/visitors on account of any negligent action and/or misbehaviour on part of the Contracting Agency.
  - f. If the Contracting Agency is unable to give proper account of tools, equipment's etc. entrusted to them for their custody and fail to return when demanded for the execution of work under this agreement.
  - g. The NRCO will not be made liable or responsible to the officials of Security Guard Board. In case any objection in connection with security guards is raised by the Security Guards Board, it shall be the sole responsibility of the Contracting Agency to satisfy any of the officials of the Security Guards Board,
  - h. Under no circumstances, the NRCO shall be made liable for additional monetary involvement besides that what has been mutually agreed upon.



**18. PENALTY CLAUSE**

- I. The Security Supervisors and Security guards on duty must possess cap, proper uniform, lathi, whistle, torch light, name badge, shoes and identity cards etc.
- II. No Security Supervisors/Security guards shall perform double duty. In case they are found performing double duty or remain absent from the duty a penalty of double the wages shall be recovered from the security bill.
- III. A daily list of Security Supervisor and Security Guards on duty should be provided to this office.
- IV. A detailed list of Security Supervisor and Security Guards along with their photographs attested by the agency including permanent address should be provided to the office for record before taking over the charge of security.

In case of any of the above contingencies, the NRCO will have the right to terminate this agreement forth with without notice and will not be liable to any damages and /or loss which may be suffered by the Contracting Agency on account of termination of this agreement.

**Seal of the Parties**

In entrance whereof the above named parties have respectfully set their hand. DS (GAC) on the behalf the Council and Agency ..... the day .....and year..... mentioned herein.

On behalf of NRCO

On behalf of Security Agency

.....  
.....

.....  
.....