



राष्ट्रीय पोषण संस्थान
(RASHTRIYA POSHAN SANSTHAN)
NATIONAL INSTITUTE OF NUTRITION
(Indian Council of Medical Research)
(Deptt. Of Health Research, Min. of H&FW,GOI)
Jamai-Osmania PO, Hyderabad-500 007, Telangana State.

Tender Specification No. NIN / Security Contract - 2016 / 02 / 2016-17
Dated : 15th June,2016.

BID DOCUMENT

For
Security Services Contract -2016
to
NATIONAL INSTITUTE OF NUTRITION
Hyderabad-500 007, Telangana State

(Visit us at www.ninindia.org)

Non transferable

Price of Bid Document: Rs.1500.00
(non refundable)



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(Deptt. Of Health Research, Min. of H&FW,GOI)

Jamai-Osmania PO, Hyderabad-500 604, Telangana State.

NIN/ Security Contract-2016/02/2016-17

Dt.15th June,2016.

NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICES

Sealed tenders are invited under Two-Bid system from reputed Professional Security Agencies, *registered under Private Security Agencies(Regulation) Act 2005*, either by themselves or as a joint venture/consortium/partnership having capacity to provide the required number of uniformed civilian trained manpower for the security services at National Institute of Nutrition, Tarnaka, Hyderabad for a period of one year on contract basis/outsourcing basis at an **estimated tender value of Rs.65.00 lacs per annum** approx through Open Tender.

No agency will be allowed to participate in tender process, if they have not registered under Private Security Agencies Act , 2005 and if any case is pending against them in any statutory organization like Regional EPF Commissioner, Dy.CLC(Central) etc., such tenders will be rejected summarily.

1. The tender document can be obtained from the Office of the Senior Administrative Officer, National Institute of Nutrition, Hyderabad by paying the **cost of the tender Rs.1500/-**(Rupees Fifteen Hundred only) [Non refundable] in the form of Demand Draft from any of the scheduled bank drawn in favour of “**Director, National Institute of Nutrition**” and payable at Hyderabad.
2. The Bidder should have the Registered / Branch Office in Hyderabad/Secunderabad.
3. The Tender should be accompanied by **EMD of RS.3.25 lacs.** (Rupees Three Lacs and twenty five thousand only) payable in the form of Demand Draft from any of the scheduled bank drawn in favour of “**Director, National Institute of Nutrition**” and payable at Hyderabad.
4. The agency should have an annual turnover of Rs. 1.00 Crore, during each of the last five years and should have a Security Staff of Fifty or more per shift for at least one client and should have a minimum experience of ten years in security agency business in Government sector.
5. The Bidder should also have license for wireless and weapons, possess adequate infrastructure in terms of vehicles, electronic/non-electronic gadgets and basic crowd control devices for an efficient functioning.

6. Sale of Tender documents : From 20-06-2016 to 28-06-2016
(On all working days from 10.00 a.m. to 04.00 p.m.)
Tender document is also available on our website www.ninindia.org

7. Time & last date of submission : By 03.00 p.m. on 29-06-2016

6. Time & date of bid opening : at 03.00 p.m. on 30-06-2016. In case of any holiday on the day of opening, the tenders will be opened on the next working day at the same time but the tender box will be sealed on same day and time, as scheduled above.

8. Validity of bid : 180 days from the date of Opening of tender

9. Place of opening the bids : Office of the Senior Administrative Officer ,
(interested parties may present themselves at the time of bid opening) **National Institute of Nutrition, Jamai-Osmania (P.O.), Taranaka, Hyderabad – 500007.**

10. The Director, National Institute of Nutrition, Hyderabad reserves the right to postpone the date of opening of the tender or to cancel the tender notice without giving any reason/s. Any request from Bidders to postpone or to change date of opening of the tender due to any reason whatsoever shall not be considered.

11. The tenders received after the above said scheduled date and time will not be considered. No tender by FAX will be entertained.

12. Tender document downloaded from our website www.ninindia.org is also acceptable provided the requisite tender fee i.e. Rs.1500/- is enclosed in the form of Account Payee Demand Draft on any of the scheduled bank drawn in favour of “**Director, National Institute of Nutrition**” and payable at Hyderabad.

13. The interested Companies/ Firms/ Agencies may put bid document complete in all respects along with Earnest Money Deposit (EMD) of **RS.3.25 lacs** in the form of Account Payee Demand Draft on any of the scheduled bank drawn in favour of “**Director, National Institute of Nutrition**” and payable at Hyderabad and other requisite documents in the Tender Box kept in the chamber of Senior Administrative Officer, NIN.

14. The tenure of the contract will be for a period of twelve (12) months which may be extended for a maximum of another one year subject to satisfactory services and mutual agreement.

15. The Employer does not bind himself to accept the lowest or any tender and reserves the right to him of accepting the whole or any part of the tender and the contractor shall be bound to perform the same at the rates quoted. No correspondence will be entertained from the bidders on this subject.

**Senior Administrative Officer I/C
for Director-in-Charge**

INSTRUCTIONS TO BIDDERS

1. GENERAL:-

1.1. The present tender is being invited for Security Services under which the contractor shall provide civilian uniformed and trained personnel and will use its best endeavors to provide security of building, equipments, materials and staff working in National Institute of Nutrition, monitoring and surveillance of the premises.

2. ELIGIBLE BIDDERS:-

2.1. All security agencies who are providing similar kind of services for at least last five consecutive years and having annual average turnover of Rs.19,50,000/= (30% of the estimated value of the contract) during the last three financial years in the books of accounts.

2.2 the bidder should have the experience of completion of similar works in any of the Institutes/Autonomous Institutions/Universities/Public Sector Undertakings of the government of India or any other State Government or Public Sector Banks or Local Bodies/Municipalities as follows:-

(a) Three similar complete works costing not less than the amount equal to 40% of the estimated value of the contract (Rs.26,00,000/=); or

(b) Two similar completed works costing not less than the amount equal to 50% of the estimated value of the contract (Rs.32,50,000/=); or

(c) One similar completed work costing not less than the amount equal to 80% of the estimated value of the contract(Rs.52,00,000/=).

3. QUALIFICATION OF THE BIDDERS:-

3.1 To qualify for award of the contract, each Bidder in its name should have minimum of five years of experience in State/ Central/ Government Undertakings having experience of providing Security of minimum 50 employees during the preceding three years viz. 2013-14 to 2015-16. **Experience of supply of personnel towards House-keeping, Landscaping is not considered.**

3.2 The turnover of the agency towards Supply of man power shall not be less than Rs.1.00 crore and shall demonstrate proof of experience of Supply of man power for Security Services for the preceding three years viz. 2013-4to 2015-16. A certificate in original from a Chartered Accountant on the turn over for Supply of man power for the reference years should be submitted.

3.3 Copies of Satisfactory Performance certificates from three Principal Employers during the recent past and not beyond 2010-11, copies of work orders and completion certificates should be submitted as supporting documents along with the tender. Work orders cannot be considered as proof of experience.

3.4. The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.

3.5 (a) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/partnership.

(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;

(c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

3.6. The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.

3.7. Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card No. under the Income Tax Act.

3.8. Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.

3.9. Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If the National Institute of Nutrition subsequently finds to the contrary, the National Institute of Nutrition reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

3.10. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

4. Mandatory Documents to be furnished along with the Bid Document

- i) The agency should be a licensee as an outsourcing man power supply agency with the **Office of the Dy. Chief Labour Commissioner (Central), Hyderabad** since last five years.
- ii) Valid registration certificate of Firm or agency under relevant act since last five years.
- iii) Valid registration with ESI & EPF since last five years and latest copy of the Electronic Challan cum Returns (ECR)
- iv) Registered with Labour Dept., under relevant category since last five years.
- v) EMD for Rs.3.25 lakhs drawn in favour of the Director, National Institute of Nutrition and payable at Hyderabad in the form of Demand Draft from Nationalized / Scheduled Banks.
- vi) Latest Income Tax Saral form / Returns filed. The agency should be Income Tax payee for minimum five years
- vii) List of Present Clientele with contact address & telephone numbers
- viii) Copies of Satisfactory Performance certificates from three Principal Employers during the recent past and not beyond 2010-11
- ix) Service tax Registration Certificate.
- x) The bidders should produce experience certificates of providing Security of minimum 50 employees in the similar category / categories in any one year preceding three years viz. 2013-14 to 2015-16.

- xi) A certificate in original from a Chartered Accountant on the turn over for Supply of man power for the reference years should be submitted.
- xii) The bidders shall furnish the information with regard to the existing commitments with proofs such as work orders, agreements etc.,
- xiii) The bidders should produce Articles of Association (in case of registered firms), Bye laws and certificates for registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm).
- xiv) ***An undertaking (self-certificate) that the agency hasn't been blacklisted by a Central / State Government institution / Cases pending in any statutory organizations (like Central Labour Commissioner, Regional Provident Fund Commissioner, Service Tax Institute and there has been no litigation history with any government National Institute of Nutrition on account of similar services and the same should be submitted.***
- xv) The bidder must have a branch office at Hyderabad.
 - a) Firm registration
 - b) Pan card
 - c) Service Tax Registration & No
 - d) ISO Certification
 - e) Turn over details of last three years certified by a CA
 - f) Experience certificates showing minimum five years from Government Organizations/Corporation/Universities/PSUI
 - g) Self-declaration on blacklisting & litigation history.
 - h) For each candidate they should submit the qualification certificates at the time of deployment
 - i) List of present clientele with contact addresses & telephone numbers.
 - j) Undertaking on a Stamp paper of Rs.100/- (Rupees one hundred only)
 - k) Proof of having License under Private Security Agencies (Regulation)Act,2005

5. ONE BID PER BIDDER:-

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

6. COST OF BID:-

The bidder shall bear all costs associated with the preparation and submission of his bid and the National Institute of Nutrition will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

7. VISIT TO INSTITUTE:-

The bidder is advised to visit this office on working days and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to this office and is aware of the operational conditions prior to the submission of the tender documents.

8. TENDER DOCUMENTS:-

8.1 Contents of Tender Documents.

8.1.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing Security Services at National Institute of Nutrition, Hyderabad. The Tender document comprises of:

- (a) Notice of Invitation of Tender
- (b) Instructions to Bidders
- (c) Terms and Conditions
- (d) Technical Bid Submission Form(Annexure –I)
- (e) Tender form for providing security services (Annexure –II)
- (f) Scope of Work (Annexure – III)
- (g) Check list for Pre-qualification Bid (Annexure-IV)
- (h) Check list for Technical Evaluation (Annexure-V)
- (i) Self Undertaking on Rs.100/= judicial stamp paper (Annexure-VI)
- (j) Form of Bank Guarantee for Bid Security (Annexure-VII)
- (k) Form of Agreement (Annexure-VIII)
- (l) Form of Bank Guarantee of Performance Security (Annexure-IX)
- (m) Price Bid for Security Services (Annexure-X)

8.1.2. The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

8.1.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

8.2. CLARIFICATION OF TENDER DOCUMENT

8.2.1. The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the Office of Senior Administrative Officer, NIN .

8.2.2. In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification from the Office of Senior Administrative Officer, NIN not later than one week before submitting his bid. Any such clarification, together with all details on which clarification had been sought, will also be forwarded to all bidders without disclosing the identity of the bidder seeking clarification. All communications between the bidder and the National Institute of Nutrition shall be carried out in writing.

8.2.3. Except for any such written clarification by the Institute, which is expressly stated to be an addendum to the tender document issued by the Office of Senior Administrative Officer, NIN, no written or oral communication, presentation or explanation by any other employee of the National Institute of Nutrition shall be taken to bind or fetter the National Institute of Nutrition under the contract.

9. PREPARATION OF BIDS

9.1. Language

Bids and all accompanying document shall be in English or Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

9.2. Documents Comprising the Bid

Tender document issued for the purposes of tendering and any amendments issued shall be deemed as incorporated in the Bid.

9.2.1 The bidder shall, on or before the date given in the Notice Invitation to Tender, submit his bid in sealed envelopes clearly marked with the name of the Tender.

9.2.2. One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge and acceptance of the same.

9.2.3. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs.3,25,000/= (five per cent of the estimated value of the contract) in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of Director, National Institute of Nutrition and payable at Hyderabad along with the Tender document. The Bid Security will remain valid for a period of forty-five days beyond the final term at the earliest after expiry of the final bid validity and latest on or before the 30th days after the award of the contract.

9.2.4. These shall be addressed to the Director, National Institute of Nutrition and submitted in the office of Senior Administrative Officer, NIN at the address given in the Tender document.

9.3. BID PRICES:-

9.3.1. Bidder shall quote the Service Charges in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Security Services at National Institute of Nutrition. This includes all the liabilities of the contractor such as cost of uniform and identity cards of personnel deployed by the contractor should be clearly stated and all other statutory liabilities like Minimum Wages, ESI, PF contributions, Services Tax, all kinds of taxes etc. will be paid extra as applicable by NIN.

9.3.2. Conditional bids/offers will be summarily rejected.

9.3.3. Discrepancy in Tender percentage quoted.

In case of any discrepancy between the overall tender percentage quoted in words and figures, the percentage quoted in words shall prevail. In case the bidder has quoted overall tender percentage only in words and not in figures or vice versa, such tender shall be treated as incomplete and rejected.

9.4.FORM OF BID:-

The form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, the Form of bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

9.5. Currencies of bid and Payment:-

9.5.1. The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

9.6.Duration of Contract:-

The contract may be valid initially for one year and the National Institute of Nutrition reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to.

9.7. BID SECURITY:-

9.7.1. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs.3,25,000/=(five per cent of the estimated value of the contract) in the form of an Account Payee DD, fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of Director, National Institute of Nutrition and payable at Hyderabad along with the Tender document. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period.

9.7.2. Any Tender not accompanied by Bid Security shall be rejected.

9.7.3. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

9.7.4. Bid security of the successful bidder shall be returned on receipt of Performance Security in the National Institute of Nutrition and after signing the contract agreement.

9.7.5. Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

9.7.6. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Institute.

9.8. Format and Signing of Bid:-

9.8.1. The bidder shall submit one copy of the Tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.

9.8.2. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.

9.8.3. the bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the Institute, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

10. Submission of Bids:-

10.1.1. The bidder shall submit the Technical bid in a separate sealed cover and the Financial Bid in another sealed cover duly super scribed and all these two sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed.

10.1.2. Technical Bid

The sealed cover of Technical Bid should consist of the following documents:-

- (a) Bid Security (Earnest Money Deposit) for an amount of Rs.3,25,000/=(five per cent of the estimated value of the contract) in the form of an Account Payee DD, fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of Director, National Institute of Nutrition and payable at Hyderabad;
- (b) Self attested one recent passport size photograph(s) of the authorized persons(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;
- (c) Self attested copy of PAN No. card under Income Tax Act;
- (d) Self attested copy of Service Tax Registration Number;

- (e) Self attested copy of Valid Registration No. of the Agency/Firm;
- (f) Self attested copy of valid Provident Fund Registration Number;
- (g) Self attested copy of valid ESI Registration Number;
- (h) Self attested copy of valid Licence and Number under Contract Labour Act and under any other Acts/Rules;
- (i) Proof of valid DGR sponsorship or proof of being run by Ex-serviceman/ex-paramilitary personnel;
- (j) Proof of Average Annual turnover supported by audited Balance Sheet;
- (k) Proof of experience supported by documents from the concerned organizations; and
- (l) Duly filled and signed Annexure-IV, V and VI.

10.1.3. Price Bid

The sealed cover of Price Bid should contain Annexure-X i.e. Price bid in original and a duplicate copy of the same in two separate envelopes duly filled in figures and words.

10.1.4. All the sealed covers shall be addressed to the Director, National Institute of Nutrition Hyderabad and will be put in the Tender Box which is available in the Office of the Senior Administrative Officer, National Institute of Nutrition, Hyderabad at the following address.

10.1.5. The tender shall remain valid and open for acceptance for a period of 180 days from the last date of submission of tender.

ADDRESS OF THE INSTITUTE

DIRECTOR,
NATIONAL INSTITUTE OF NUTRITION
JAMAI-OSMANAI(PO), TARANAKA,
HYDERABAD-500007.

10.2. Late and Delayed Tenders:-

10.2.1. Bids must be received in the National Institute of Nutrition at the address specified not later than the date and time stipulated in the NIT. The National Institute of Nutrition may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the National Institute of Nutrition and the Bidder will be the same.

10.2.2. Any bid received by the National Institute of Nutrition after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

10.3. Bid Opening and Evaluation:-

10.3.1 The Tender Accepting Authority / Tender Evaluation Committee of the National Institute of Nutrition will open the Pre qualification./Technical bids in the presence of the bidders or of their representatives who choose to attend at the appointed place and time

10.3.2.. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.

10.3.3. Conditional bids will also be summarily rejected.

10.3.4. Subsequently, the Tender Accepting Authority / Tender Evaluation Committee will evaluate and compare the price bids of all the qualified Bidders.

10.3.5. Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders

10.3.6. **In the Financial Bids, if the service charges per person quoted *should not be less or equal to the TDS (i.e., 2%) summarily.***

10.3.7. Selection of Bidder among the lowest & equally quoted bidders will be in the following orders:

- i) The bidder whose bid capacity is higher will be selected.
- ii) In case the bid capacity is also same the bidder whose annual turnover is more will be preferred.
- iii) Even if the criteria incidentally become the same, the turnover on similar services and thereafter the clean track record will be considered for selection.

10.3.8. Negotiations at any level are strictly prohibited.

11. Right to accept any Bid and to reject any or all Bids:-

11.1. The Director, National Institute of Nutrition, Hyderabad, is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

11.2. The Director, National Institute of Nutrition, Hyderabad, may terminate the contract if it is found that the contractor is black listed on previous occasions by the any of the Institutes/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

11.3. The Director, National Institute of Nutrition, Hyderabad, may terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement.

11.4. Award of Contract:-

11.4.1 The Director, National Institute of Nutrition, Hyderabad, will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

11.4.2. The Director, National Institute of Nutrition, Hyderabad, will communicate the successful bidder by facsimile confirmed by letter transmitted by Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the “Letter of Offer” shall prescribe the amount which National Institute of Nutrition will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.

11.4.3. The successful bidder will be required to execute an agreement in the form specified in Annexure-VIII within a period of ten days from the date of issue of Letter of offer.

Performance Security

11.4.4. the successful bidder shall be required to furnish a Performance Security within ten days of receipt of ‘Letter of Offer’ for an amount of Rs.6,50,000/=(ten per cent of the total value of the contract) in the form of an Account Payee DD, Fixed Deposit Receipt from a scheduled bank, or Bank Guarantee from a scheduled bank, in an acceptable form (Annexure-IX) in favour of The Director, National Institute of Nutrition and payable at Hyderabad. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

11.4.5. Submission of Performance Security is mandatory even for NSIC registered agencies. Therefore, the NSIC registered agencies who are willing to abide to this condition only may take part in Tender.

11.4.6. Failure of the successful bidder to comply with the requirements of above clause shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.

12. Process to be Confidential.

12.1 Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced by the tender accepting authority. Any effort by a Bidder to influence the processing of Tenders or award decisions may result in the rejection of his Tender.

12.2 No Bidder shall contact any authority concerned with finalization of tenders on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the tender accepting authority, it should do so in writing.

12.3 Before recommending / accepting the tender, the tender recommending / accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria and specifically experience. The authenticated agreements of previous services rendered by the lowest bidder shall be called for.

12.4 Tenders will be finalized by the Committee in accordance with the conditions stipulated in the tender document and in case any discrepancy of non-adherence to the conditions, the same shall be communicated which will be binding both on the tender concluding authority and SERVICE PROVIDER.

TERMS AND CONDITIONS OF THE CONTRACT

1. The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's compensation Act, etc.
2. The list of staff going to be deployed shall be made available to the National Institute of Nutrition and if any change is required on part of the National Institute of Nutrition fresh list of staff shall be made available by the agency after each and every change.
3. The contractor shall abide by the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to the Security personnel engaged by him.
4. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the National Institute of Nutrition and to the Labour Institute.
5. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within seven days of close of every month. Giving particulars of the employees engaged for Security work, is required to be submitted to the Institute. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, National Institute of Nutrition is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particular of personnel engaged for the Institute.
6. The antecedents of security staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the National Institute of Nutrition and National Institute of Nutrition shall ensure that the contractor complies with the provisions.
7. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the Institute. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to give an undertaking (on the

format), duly countersigned by the concerned official of the Institute, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.

8. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
9. Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.
10. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Institute.
11. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the National Institute of Nutrition and shall not knowingly lend to any person or company any of the effects of the National Institute of Nutrition under its control.
12. The security staff shall not accept any gratitude or reward in any shape.
13. The contractor shall have his own Establishment/set up/mechanism/Training institute to provide training aids or should have tied up with a training institute, with 2-3 Ex-Servicemen/Ex-Para Military Forces/Ex-Police for training purpose of his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
14. Under the terms of their employment agreement with the Contractor the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
15. That in the event of any loss occasioned to the Institute, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the Institute, the said loss can claim from the contractor up to the value of the loss. The decision of the Head of the Institute will be final and binding on the agency.
16. The contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangement as per the direction enumerated herein and in accordance with such directions, which the National Institute of Nutrition may issue from time to time and which have been mutually agreed upon between the two parties.
17. The contractor shall be responsible to maintain all property and equipment of the National Institute of Nutrition entrusted to it.
18. The contractor will not be held responsible for the damages/sabotage caused to the property of the Institute due to the riots/mobs/attack/armed dacoit activities or any other event of force majeure.
19. The contractor will deploy supervisors as per the need given by the Institute. The Supervisor shall be required to work as per the instructions of Institute.
20. The personnel engaged by the contractor shall be dressed in neat and clean uniform including proper name badges, failing which invites a penalty of Rs.500/- each occasions and habitual offenders in this regard shall be removed from the Institute. The penalty on this account shall be deducted from the Contractor's bills.
21. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff and should project an image of utmost discipline. The National Institute of Nutrition shall have right to have any person moved in case of staff complaints or as decided by representative of the Institute if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such case.

22. The eight hours shift generally will be from 06.00 hrs. to 14.00 hrs., 14.00 hrs. to 22.00 hrs. and 22.00 hrs. to 06.00 hrs. But the timings of the shift are changeable and shall be fixed by the National Institute of Nutrition from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the National Institute of Nutrition for double duty, if any.
23. The personnel will have to report to the Institute's security office at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the Institute.
24. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, ESI and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the Institute.
25. The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the National Institute of Nutrition and the contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the Institute.
26. Any damage or loss caused by contractor's persons to the National Institute of Nutrition in whatever form would be recovered from the contractor.
27. The National Institute of Nutrition will give basic training/familiarization of the Security and door keeping services required to be done by the personnel to be deployed by the contractor under the contract for 2 to 3 days and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.
28. (a) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the Institute and the same shall be deducted from the contractor's bills.
(b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 27(a) shall be levied.
(c) In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the National Institute of Nutrition system immediately.
29. In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, National Institute of Nutrition reserves the right to impose the penalty as detailed below:-
 - i) 20% of cost of order/agreement per week, up to four weeks delays.
 - ii) After four weeks delay, Principal Employer reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably from other contractor(s) from open market or with other agencies. The difference if any will be recovered from the defaulter contractor and also shall be black listed for a period of four years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.
30. The contractor shall ensure that its personnel shall not at any time, without the consent of the National Institute of Nutrition in writing, divulge or make known any trust,

accounts matter or transaction undertaken or handled by the National Institute of Nutrition and shall not disclose to any information about the affairs of Institute. This clause does not apply to the information, which becomes public knowledge.

31. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
32. ***The contractor shall deploy his personnel only after obtaining the National Institute of Nutrition approval duly submitting curriculum vitae (CV) of these personnel, the National Institute of Nutrition shall be informed at least one week in advance and contractor shall be required to obtain the Institutes approval for all such changes along with their CVs.***
33. The contractor shall ensure round-the-clock high standard security on a 24 X 7 basis to safeguard the premises and assets of the National Institute of Nutrition, Hyderabad.
34. The security guards and security supervisors deployed by the contractor for security duty should be well trained in fire fighting, operating the fire-protection system(s) / equipment(s) and fire extinguishers and providing first-aid.
35. The contractor shall ensure that all his employees observe cleanliness and wear neat and clean uniforms with ID Cards duly displayed and that they are courteous, polite and prompt while rendering efficient service in their respective areas. Rs 50/- will be charged per guard in case of shabbily dressed or poor turnout etc. The contractor shall have full control over the security staff engaged by him. The contractor shall give necessary guidance and directions to his staff to carry out the jobs assigned to them by the contractor and /or National Institute of Nutrition, Hyderabad.
36. The contractor shall also be solely responsible for the payment of their wages and/or dues to his employees.
37. All liabilities arising out of violation of local laws and/or central laws shall be his responsibility.
38. The contractor shall furnish a detailed fortnightly duty chart of his employees and keep informed the Security-In-Charge of the Institute of any change in the list from time to time. The duty chart for the fortnight should give the specific names of employees and the respective duties they are required to attend to. A copy of the duty chart shall be displayed by him on the Notice Board also.
39. Entry in the Institute is restricted. The guards on duty at the gates/reception will ensure that only the authorized persons enter the Institute after proper verification and intimation from the Institute.
40. The contractor will not allow grazing of any type of animals; allow unauthorized entry to persons to roam about; cut trees /grass /firewood or damage any civil or electrical work / fittings or to scale or damage the boundary wall from in/out side of the Institute campus.
41. During surprise checks by any authorized officer of the Institute, if a particular guard is found negligent/sleeping/drunk on duty, the contractor will have to withdraw the guard from the Institute forthwith which may even entail cancellation/termination of

contract for the rest of the period. For every default noticed, Rs.50/-per guard will be charged as penalty.

42. The contractor shall furnish a list of security guards and supervisory staff deputed by the contractor in National Institute of Nutrition to the Security-In-Charge of National Institute of Nutrition detailing the name, age, qualification, present and permanent address, etc.
43. ***Deployment of any fresh staff in replacement should be only with the prior permission of the Institute. The contractor shall deploy only those whose antecedents have been verified by the Police Authorities/District Sainik Board/Record Officers of the Defense Services and they will be verified by the Institute.***
44. ***The contractor or his nominee shall ensure his presence at a short notice when required by the Institute.***
45. ***The Contractor shall conduct mock exercise in fire fighting quarterly at his expenses, so as to keep his staff acquainted with the latest fire-fighting techniques. A certificate to this effect to be submitted to the National Institute of Nutrition every quarterly.***
46. ***The contractor shall engage personnel who are medically fit. They should be free from all infections/diseases. The contractor shall get his employees medically examined before deploying them at the Institute and once in a year and submit medical fitness certificate as instructed by the Institute.***
47. The above Guards shall provide security at National Institute of Nutrition, Hyderabad . premises and effectively control the crowds against thefts and any damage to the costly items, vehicles parked and parking of vehicles at the places earmarked etc.
48. The Security Guards should regulate the entry of visitors at the entrance by proper verification of visitors. For improper enforcement and irregularities, if found, the contract is liable for cancellation with one month notice. Any unlawful activity done by any Security Guard whether on duty shall entitle cancellation of the contract within 24 hours notice.
49. The Security personnel shall ensure that visitors to the landscape areas does not pluck flowers, plants, grass etc., If any such incident is noted, suitable penalty as fixed by National Institute of Nutrition, Hyderabad shall be collected from the Agency.
50. The security personal doing duties during rainy days should be provided with raincoats/umbrellas.
51. They shall ensure that nobody carries any explosive materials or fire arms/ammunition, etc, within the premises of National Institute of Nutrition, Hyderabad.
52. The Service Provider's person shall not claim any benefit/ compensation/ absorption/ regularization of services from/in this office under the provision of Industrial Disputes Act., 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the Service Provider to this office.
53. The Service Provider personnel should be polite, cordial, positive and efficient, while handling the assigned work. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him. The agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in any detrimental or prejudicial to the interest of this office. The decision of the officer in-charge upon any matter arising under the clause shall be final and binding on the agency.
54. ***The functional control over the personnel deployed by the Agency will rest with this office*** and the disciplinary administrative / Technical control will be with the Agency.

55. This office may require the Service Provider to dismiss or remove any person or persons, employed by the Service Provider from the place of work, who may be incompetent or for his/ her/their misconduct and the Service Provider shall forthwith comply with such requirements. The Service Provider shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
56. The Service Provider has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss should be reported immediately.
- 57. *The Service Provider shall be contactable at all times and messages sent by phone /e-mail/ fax / special messenger from this office shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by this office in fulfillment of the contract from time to time.***
58. The Service Provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.
59. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the Agreement then one month's wages etc and any amount due to the Service Provider from the office shall be forfeited.
60. That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
61. The Security personnel should take responsibility of lodging complaints with police in case of unruly elements, unsocial activities, eve teasing, assaults, etc., The Supervisors & management of security agency should liaise with local Police station.
62. To regulate the entry of visitors the visitor's passes shall be issued by the on duty Security Supervisor. Security agency should ensure that no outsider enters into the campus without a valid pass. In case there of any lapse, the Security Agency will be suitably penalized.

Payment terms

63. Payments will be made based on the actual attendance certified by the firm and Security- In-charge, National Institute of Nutrition, Hyderabad.
64. For claiming the bill for the first month the agency need to furnish the registration details of ESI and EPF of each of the Security Personnel and from the second month onwards the agency shall furnish the challans of the remittances made towards ESI, EPF of each of the Security Personnel and challans of the Service Tax paid and copies of Form 26 AS of the Income Tax paid.
65. All payments to agency will be made subject to deduction of TDS (Tax deduction at Source) as per the income- Tax Act, 1961, penalty for late payments and other taxes if any as per Government of India rules.
66. The agency will submit Pre-receipt bills in triplicate by the 10th day of the succeeding month enclosing therewith satisfactory performance certificate for each resource person duly issued by Security-In-Charge, National Institute of Nutrition, Hyderabad for whom the bills is being preferred.
67. Payment will be made within 30 days of submission of completed documents.

68. SECURITY

- a) The agency will ensure that no information about the software, hardware, database and the policies of the National Institute of Nutrition, Hyderabad is taken out in any form including electronic form or otherwise, from the National Institute of Nutrition, Hyderabad site by the Security posted by them.
- b) The agency or its deployed personnel, by virtue of working in National Institute of Nutrition, Hyderabad, can't claim any rights on the work performed them. The Director, National Institute of Nutrition, Hyderabad will have absolute rights on the work assigned and performed by them. Neither any claims of the agency nor its deployed professionals will be entertained on the deliverables.

69. INDEMNITY

- a) The L1 Agency will indemnify National Institute of Nutrition, Hyderabad of all legal obligations of its outsource personal deployed for National Institute of Nutrition, Hyderabad.
- b) *National Institute of Nutrition, Hyderabad will not take any liability on account of death or injury sustained by the Agency staff during the performance.*
- c) The selected agency will not, (without National Institute of Nutrition, Hyderabad's prior written consent), disclose the Contract, or any provisions thereof, or any specification, plan, sample of information furnished by or on behalf of National Institute of Nutrition, Hyderabad in connection therewith, to any person other than a person employed by the agency in the Performance of the Contract. Disclosure to any such employed person will be made in confidence and will extend only as far as may be necessary for purposes of such performance.
- d) The selected agency will not outsource the services / work to any other associate / franchisee / third party under any circumstances. If it so happens then National Institute of Nutrition, Hyderabad will impose sanctions which will include: forfeiture of the security deposit, revocation of bank guarantees and termination of the Contract for default.
- e) National Institute of Nutrition, Hyderabad may by written notice sent to the selected agency, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for National Institute of Nutrition, Hyderabad's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. National Institute of Nutrition, Hyderabad reserves the right to cancel the remaining part and pay to the selected agency an agreed amount for partially completed Services.
- f) In the event of the agency's company or the concerned division of the company is taken over/bought over by another company, all the obligations under the agreement with National Institute of Nutrition, Hyderabad, should be passed on for compliance to the new company / new division in the negotiation for their transfer.

70. Termination for Insolvency

National Institute of Nutrition, Hyderabad may at any time terminate the work order / contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.

71. Termination for default

- a) Default is said to be occurred
- i. If the agency fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof.
 - ii. If the agency fails to perform any other obligation(s) under the contract / work order.
 - iii. If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice (or takes longer period in spite of what National Institute of Nutrition, Hyderabad may authorize in writing), National Institute of Nutrition, Hyderabad may terminate the contract / work order in whole or in part. In addition to above, National Institute of Nutrition, Hyderabad may at its discretion also take the following actions
 - iv. The Director, National Institute of Nutrition may transfer upon such terms and in such manner, as it deems appropriate for default of the successful bidder. Work orders for similar support service to other agency will be issued by National Institute of Nutrition, Hyderabad and the defaulting agency will be liable to compensate National Institute of Nutrition, Hyderabad for any extra expenditure involved towards such support service to complete the scope of work totally.

72. Applicable law

The work order will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings /processing.

73. Force Majeure.

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. Which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

74. The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

75. "NOTICE TO PROCEED" means the notice issued by the National Institute of Nutrition to the contractor communicating the date on which the work/services under the contract are to be commenced.

76. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the National Institute of Nutrition for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/group/partnership shall not be altered without the approval of the Institute.

77. The contract period is Twelve months from the date of the commencement (as mentioned in Notice to Proceed).

78. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the National Institute of Nutrition shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
79. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour authorities and proof thereof is furnished to the satisfaction of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the National Institute of Nutrition may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the National Institute of Nutrition from the contractor.
80. if any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Institute, such money shall be deemed to be payable by the contractor to the National Institute of Nutrition within seven days. The National Institute of Nutrition shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
81. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.
82. The contractor shall indemnify and hold the National Institute of Nutrition harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the work/services under the contract provided by the contractor.
83. The contracting agency shall not employ any person below the age of 18 yrs and above the age of 55 yrs. Manpower so engaged shall be trained and shall be minimum 10th pass and minimum of five days duration for providing security and fire fighting services training for providing security services and fire fighting services before joining.
84. The contractor shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. ***Only physically fit personnel shall be deployed for duty.***
85. Security staff engaged by the contractor shall not take part in any staff union and association activities.
86. The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis / ballams and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.
87. Agency will provide walkie-talkie to each supervisor and to 20% of security guards to ensure effective timely communication between them.
88. The National Institute of Nutrition shall not be responsible for providing residential accommodation to any of the employee of the contractor.
89. The National Institute of Nutrition shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The National Institute of Nutrition does not recognize any employee employer relationship with any of the workers of the contractor.
90. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the National Institute of Nutrition from the agency.
91. If any underpayment is discovered, the amount shall be duly paid to the agency by the Institute.

92. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by the National Institute of Nutrition etc.
93. The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee along with monthly bills.
94. The contractor shall disburse the wages to its staff deployed in the National Institute of Nutrition every month through ECS or by Cheque in the presence of representative of the Institute.
95. ***The contractor should have round the clock control room service in Hyderabad along with quick response teams to deal with emergent situations.***

OBLIGATION OF THE CONTRACTOR:

96. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filling of returns every years and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
 - a) A certificate relating to medical fitness and police antecedents and clearance should be made mandatory for all the security personnel, before their deployment.
 - b) The representative from the agency should attend the security meeting at least once in three months to review the functioning and new developments if any unsolved issues on security front at the Institute.
 - c) At least 33% of security personnel should be from defense service background .
 - d) Monthly payments should be made through individual bank accounts only.
 - e) Terms & conditions as well as the Rules / Regulations should be strictly adhered to and no violations would be permitted.
 - f) Acquittance rolls have to be submitted 10th of every month , then only the next month pay will be released.
 - g) Payment of salaries to the staff should be paid through bank in the individual's bank account.
 - h) Any issue pertaining to the matters of security should be first brought to the attention of the Convener, M & S Committee and as per the committee suggestions and recommendations , the administration may take appropriate action.

97. Dispute Resolution

- (a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the mutual consent.
- (b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- (c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Hyderabad only.

98. JURISDICTION OF COURT

The court at Hyderabad shall have the exclusive jurisdiction to try all dispute, if any, arising out of this agreement between the parties.

99. Termination of the Contract: The contract may be terminated in the event of occurrence of any of the following contingencies:

- a) Without any prior notice on the expiry of the contract period.
- b) By giving **one** month notice in case:
 - i) The contractor provides unsatisfactory services.
 - ii) The contractor assigns the contract or any part thereof to any other person for subletting the whole or a part of the contract.
 - iii) The contractor is declared insolvent by any court of law.
 - iv) The contractor is not interested to complete/ continue the contract. “Provided that during the notice period for termination of the contract, the contractor shall continue to provide the services as before till the expiry of notice period.”

100. Transfer of Liabilities: In the event of exigencies arising due to the death, infirmity, insolvency of the contractor or for any other reasons or circumstances, liabilities of the contract shall be borne by following such terms and conditions which, Director – NIN may think proper in public interest.

101. Removal of staff on termination of contract : It shall be the duty of the contractor to remove all the persons deployed by him on termination of the contract and ensure that no person shall create any disruption/ hindrance/ problem of any nature to the ICMR-NIN.

102. DUTIES AND RESPONSIBILITY OF SECURITY STAFF:

Security Supervisor shall be responsible for:

1. Briefing of day and night guards
2. Proper deployment of the guards and maintenance of various registers kept at the Reception Namely; Key Register, Visitors Register, Telephone Register, Late Sitting Register, etc.
3. Maintenance of proper records of gate passes in respect of material going out of the Institute’s Premises and to ensure proper scrutiny before permitting any material to be taken Out.
4. Maintain liaison with authorized officials.
5. Detailing in rotation, security guards for patrolling, surprise checking at the floors of Institute Buildings.
6. Carrying out any other tasks as may be assigned by the Institute.
7. No outsiders are allowed to enter in the building without proper Gate Pass issued by the Authorized Officer of the concerned Institute.
8. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
9. The officers and staff of the National Institute of Nutrition will keep the Identity cards with them got checking and allowing entry by the security personnel.
10. *Deployment of Guards/ Security Supervisors will be as per the instructions of the authorities of the National Institute of Nutrition and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.*
11. Security personnel deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced.

12. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the Institute.
13. Security personnel shall also ensure door keeping duties.
14. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the Institute.
15. Entry of the street-dogs and stray cattle into the premises is to be prevented. It should be at once driven out.
16. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
17. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
18. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.
19. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the Institute. Guards/Supervisors should be sensitized for their role in such situations.
20. The Security Supervisor/Guards are required to display mature behaviour, especially towards female staff and female visitors.
21. The Security Guard on duty shall not leave the premises until his reliever reports For duty.
22. Any other provisions as advised by the National Institute of Nutrition may be incorporated in the agreement. The same shall also be binding on the contractor.

**TECHNICAL BID SUBMISSION FORM Letter of Bid
(To be printed on Bidder's letterhead)**

Dated

To

The Director
National Institute of Nutrition
Jamai-Osmania(PO), Tarnaka
HYERABAD-500007.

Ref: Invitation for Bid in respect of **Newspaper Advertisement** dated _____

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents.
2. We offer to execute in conformity with the Bidding Documents for "Security Service Contract" for National Institute of Nutrition, Jamai-Osmania(PO), Tarnaka,Hyderabad.
3. Our bid shall be valid for a period of 60 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and shall accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that the National Institute of Nutrition is not bound to accept highest ranked bid / lowest bid or any other bid that the National Institute of Nutrition may receive.

Yours sincerely,

Authorised Signatory
(Authorised person shall attach a copy of Authorisation for signing on behalf of Bidding company)
Full Name and Designation

Note: Document without Seal and Signature will be rejected.

(To be printed on Bidder's letterhead)**TENDER FORM FOR PROVIDING SECURITY SERVICES**

1. Cost of tender : Rs _____
2. Due date for tender _____
3. Opening time and date of tender _____
4. Names, address of firm/Agency and Telephone numbers. _____

5. Registration No. of the Firm/ Agency. _____
6. Name, Designation, Address and Telephone No. of Authorized person of Firm/ Agency to deal with. _____

7. Please specify as to whether Bidder is sole proprietor/
 Partnership firm. _____

8. Name and Address and Telephone No. of Directors/partners should specified. _____

9. Copy of PAN card issued by Income Tax National Institute of Nutrition and Copy of previous Financial Year's Income Tax Return.
10. Provident Fund Account No. _____
11. ESI Number _____
- 12.. Licence number under Contract Labour (R&A) Act,1970. _____
13. Documentary proof of having License under Private Security Agencies (Regulation)Act,2005.

| |
|---|
| Affix duly Attested P.P. Size recent photograph of the prospective bidder. |
|---|

14. Details of Bid Security deposited:

(a) Amount

:

(b) FDR No. or DD No. or Bank Guarantee in favour of

(c) Date of issue:

(d) Name of issuing authority:

15. Any other information:

16. Declaration by the bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

(Signature of the bidder)

Name and Address

(with seal)

NATIONAL INSTITUTE OF NUTRITION

Indian Council of Medical Research
 (Deptt. Of Health Research, Min. of H&FW,GOI)
 Jamai-Osmania PO, Hyderabad-500 007, Telengana State.

SCOPE OF WORK OF THE CONTRACTOR**Details of Manpower Required**

| | | |
|---|----------|-----------|
| i) Security Guards (Civilian) / (Semi-skilled category) Plus | = | 25 |
| ii) one Female Security Guard (Civilian) / (Semi-skilled category) | = | 01 |
| iii) Security Supervisors - (Skilled category) | = | 03 |
| TOTAL SECURITY PERSONNEL | = | 29 |

Note :-

The number of manpower required shown above is indicative and the actual quantity may vary.

The contractor shall have to provide the security services in the National Institute of Nutrition, Hyderabad .

The contractor shall ensure protection of the personnel & property of the Institute, prevent trespass in the assigned area with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle into the campus of the National Institute of Nutrition buildings.

NATIONAL INSTITUTE OF NUTRITION
Jamai-Osmania PO, Hyderabad-500 007.
CHECK-LIST FOR PRE-QUALIFICATION BID FOR SECURITY SERVICES

| Sl. No. | Documents asked for | Page number at which document is placed |
|---------|---|---|
| 1. | Bid Security (EMD) of Rs.3,25,000/= (Rupees three lakhs twenty five thousand only) in the form of FDR/DD/Bank Guarantee issued by any scheduled commercial bank in favour of Director , National Institute of Nutrition (designation of the concerned officer), (name of the Institute) valid for 45 days beyond the Tender validity period. | |
| 2. | One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/Partners also. | |
| 3. | Undertaking on a Stamp paper of Rs.100/- (Rupees one hundred only) as per format prescribed in Annexure-VII). | |
| 4. | Self-attested copy of the PAN card issued by the Income Tax National Institute of Nutrition with copy of Income-Tax Return of the last financial year. | |
| 5. | Self attested copy of Service Tax Registration No. | |
| 6. | Self attested copy of valid Registration number of the firm/agency. | |
| 7. | Self attested copy of valid Provident Fund Registration number. | |
| 8. | Self attested copy of valid ESI Registration No. | |
| 9. | Self attested copy of valid Licence No. under Contract Labour (R&A) Act, 1970. | |
| 10. | Proof of valid DGR sponsorship or proof of being run by an Ex-Serviceman/Ex-Paramilitary man (as applicable). | |
| 11. | Proof of experiences of last five financial years as specified in clause 2.2 of the NIT along with satisfactory performance certificates from the concerned employers. | |
| 12. | Proof of having License under Private Security Agencies (Regulation) Act, 2005 | |
| 13. | Annual returns of previous five years supported by audited balance sheet (clause 2.1 of NIT) | |
| 14. | Any other documents, if required. | |

Signature of the Bidder
(Name and Address of the Bidder)
Telephone No.

CHECKLIST FOR Technical Bid Evaluation
TO ACCOMPANY THE TENDER.

| Sl. No. | Details of the Eligibility Criteria | Page No. at which the document is attached |
|---------|--|--|
| 1. | Name of the authority who has issued Registration certificate | |
| | Original date of issue of certificate | |
| | Date of Validity (Should be valid as on date of opening of Technical bid) | |
| 2. | Demand Draft towards E.M.D. | |
| 3. | Demand Draft towards Tender Cost | |
| 4. | Valid registration with ESI & date of issue of certificate | |
| | Date of Validity (Should be valid as on date of opening of Technical bid) | |
| 5. | Valid registration with EPF & date of issue of certificate | |
| | Date of Validity (Should be valid as on date of opening of Technical bid) | |
| 6. | Proof of Payment of E.P.F since last year along with the names and challan (First & last pages of challan for employees not less than in number specified in this tender) for the year 2015-16 | |
| 7. | Proof of Payment of E.S.I. since last year along with the names and challan (First & last pages of challan for employees not less than in number specified in this tender) for the year 2015-16 | |
| 8. | Proof of filing of Electronic Challan cum Returns (ECR) for the current/ latest year. | |
| 9. | Copy of PAN Card | |
| 10. | Proof of Payment of Income Tax since last three years along with the Income Tax Returns / Sarals / ITR forms and Income Tax clearance certificates | |
| 11. | Valid registration of Service Tax & date of issue of certificate with validity | |
| 12. | Proof of Payment of Service Tax since last three years along with the Service Tax Returns and Service Tax clearance certificates | |
| 13. | Proof of experience from any State/ Central department for supply of man power at least for the last five years. | |
| 14. | Proof of Annual Turnover of the company which should be one crore for the last three years . A certificate in original duly issued by a Chartered Accountant to be attached | |
| 15. | The bidders shall furnish the information with regard to the existing commitments with proofs | |
| 16. | An undertaking (self-certificate) that the agency hasn't been blacklisted by a Central / State Government institution and there has been no litigation history with any government department | |
| 17. | The bidders should produce Articles of Association (in case of registered firms), Bye laws and certificates for registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm). | |
| 18. | Proof of the Registered office of the tenderer having at least one branch office at Hyderabad | |
| 19. | List of Present Clientele | |
| 20. | Cases pending against contractor in any statutory organizations like EPF and Labour Commission etc. | |

(ON A STAMP PAPER of Rs.100/-)

(to be submitted along with Bid)

UNDERTAKING

To
The Director
National Institute of Nutrition
Hyderabad.

Name of the firm/Agency_____

Name of the tender_____ Due date:_____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide trained Security Guards.
5. I/We do hereby undertake that complete security of the National Institute of Nutrition shall be ensured by our Security agency, as well as any other point considered by our Agency . Our Security Service shall be covered under “Fidelity Bond” through Insurance Agency for minimum sum of Rs.10.00 lakhs (Rupees ten lakhs only). The Insurance charges for Fidelity Bond shall be paid by me / us. The loss on account of theft, if any, shall be recoverable from me / us through fidelity bond.

(Signature of the Bidder)
Name and Address of the Bidder.
Telephone No.

FORM OF BANK GUARANTEE FOR BID SECURITY

(Refer Clause 8.7.1 of the NIT)

(To be stamped in accordance with Stamps Act of India)

KNOW ALL MEN by these present that we (Name and address of Bank), having our registered office at (hereinafter called “the Bank”) are bound unto National Institute of Nutrition (Name of the Institute) (hereinafter called “the Institute”) in sum of Rs.----- lakhs for which payment will and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS ((Name of Bidder) (hereinafter called “the Bidder”) has submitted his bid dated for providing Security Services (hereinafter called “the Bid”).

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs.----- (Rupees in words) as Performance Security against the Bidder’s offer as aforesaid.

AND WHEREAS (Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

WE further agree as follows:-

1. That the National Institute of Nutrition may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the National Institute of Nutrition and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in force till:-
 - a. The Bidder, in case the bid is accepted by the Institute, executes a formal agreement after furnishing the Performance Guarantee of a scheduled commercial Bank based in India.
 - b. Forty five days after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is later.
4. That the expression “the Bidder” and “the Bank” herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

THE CONDITIONS of this obligation are:

(i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or

(ii) If the Bidder refuses to accept the corrections of errors in his bid;

or

(iii) If the Bidder having been notified of the acceptance of his bid by the National Institute of Nutrition during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within the time limit specified in NIT.

(iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.

(v) If the contract is terminated for the reason that the agency is blacklisted in Government of NCT of Delhi or in any other State Governments/Union Government.

WE undertake to pay to the National Institute of Nutrition up to the above amount upon receipt of his first written demand, without the National Institute of Nutrition having to substantiate his demand provided that in his demand the National Institute of Nutrition will note that the amount claimed (i), (ii), (iii)(a), (iii)(b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

Signature of Witness

Name of Witness

Address of Witness

Signature of Authorized Official of the Bank

Name of Official _____

Designation _____

ID No. _____

(Stamp/Seal of Bank)

NATIONAL INSTITUTE OF NUTRITION

Indian Council of Medical Research
(Deptt. Of Health Research, Min. of H&FW,GOI)
Jamai-Osmania PO, Hyderabad-500 007, A.P.

AGREEMENT

THIS AGREEMENT IS MADE at Hyderabad on this the _____ BETWEEN THE NATIONAL INSTITUTE OF NUTRITION, Indian Council of Medical Research, Jamai/Osmania- P.O, Tarnaka, Hyderabad — 500 007(hereinafter called THE NIN” which expression shall if the context so permit, includes its successors and assigns) of the one part and _____ M/s _____.(hereinafter referred as “ THE CONTRACTOR” / which expression shall, if the context so permit include its successors and assigns of the other part).

WHEREAS THE CONTRACTOR is carrying on the business of providing Security Services and having its Head Office at _____ to its clients and for that purpose has in its employment Security Guards, Lady Security Guards, Security Supervisors, Assistant Security Officers and Security Officers.

WHEREAS THE NIN is desirous of entrusting to the CONTRACTOR the Security arrangements in its premises.

AND WHEREAS THE parties agreed that the provisions of such Security services to be rendered in respect of the NIN property and premises should be on the following terms and conditions:

NOW THIS DEED WITNESSTH AND IT IS HEREBY AGREED TO BETWEEN THE PARTIES AS FOLLOWS;

THE CONTRACTOR SHALL RENDER SECURITY SERVICES round the clock in respect of the NIN property and premises in the National Institute of Nutrition, Jamai Osmania, Tarnaka, Hyderabad for a period of One year from _____ unless earlier determined as provided herein upon the following terms and conditions.

1) THE CONTRACTOR shall deploy for fulfilling its obligations under this agreement such number of staff as may be indicated by the NIN.

2) *The functional control over the personnel deployed by the Agency will rest with the National Institute of Nutrition* and the disciplinary administrative / Technical control will be with the Agency.

3) *The contractor shall deploy his personnel only after obtaining the approval of National Institute of Nutrition duly submitting curriculum vitae (CV) of these personnel, the National Institute of Nutrition shall be informed at least one week in advance and contractor shall be required to obtain the Institutes approval for all such changes along with their CVs. Deployment of any fresh staff in replacement should be only with the prior permission of the*

Institute. The contractor shall deploy only those whose antecedents have been verified by the Police Authorities/District Sainik Board/Record Officers of the Defense Services.

4) The contractor shall engage personnel who are medically fit. They should be free from all infections/diseases. The contractor shall get his employees medically examined before deploying them at the Institute and once in a year and submit medical fitness certificate as instructed by the Institute.

5) The deputed candidates will be screened by a committee of National Institute of Nutrition, Hyderabad. and only approved candidates will be allowed to work in National Institute of Nutrition, Hyderabad, and they shall not be disturbed by agency without the express permission of the National Institute of Nutrition, Hyderabad .

6) This office may require the Service Provider to dismiss or remove any person or persons, employed by the Service Provider from the place of work, who may be incompetent or for his/her/their misconduct and the Service Provider shall forthwith comply with such requirements. The Service Provider shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.

7) The contractor or his nominee shall ensure his presence at a short notice when required by the Institute.

The Contractor shall conduct mock exercise in fire fighting quarterly at his expenses, so as to keep his staff acquainted with the latest fire-fighting techniques. A certificate to this effect to be submitted to the National Institute of Nutrition every quarterly.

8) National Institute of Nutrition, Hyderabad will not take any liability on account of death or injury sustained by the Agency staff during the performance.

9) The contractor alone shall be exclusively responsible for all the terms and conditions and claims that the man power engaged by him and the Institute shall not have any liability with such man power and it will absolutely no privity in regard to service condition of the man power engaged by the security agent with the Institute except the payment terms as per law in force from time to time. In the event of any claim or proceedings by such man power other than the payment claims / proceedings for the services rendered by them to the Institute, the contractor alone shall be responsible / liable for all consequences.

10) The Contractor will be responsible as employer of its own staff to maintain security contract records. The NIN will provide working place, stools, tables, chairs, torch lights (including cells), lathies etc., but not stationary items except gate pass and writing pens. All personnel records, such as pay rolls, attendance sheets, leave records etc., maintained by the Contractor should be made readily available for verification by the NIN officers as and when they desire.

11) The Contractor shall provide armed guards under THE NIN's license as and when required by the NIN at an additional compensation to be mutually agreed upon by the

Contractor and the NIN. The Contractor shall further make available/place at the disposal of THE NIN at a short notice i.e., forty eight hours for a short term or a small number and two weeks time for long/complete term or for large number of additional complement/staff of the Contractor as and when required by the NIN. The loyalty of security staff should not lead to suspicion in the interest of the Management and sound reputation of the Contractor.

12) The Security personnel of the Contractor will guard the premises and the property of the NIN to the best of their abilities. They will exercise all care, caution and reasonable prudent exercise of judgment, while exercising their duties. The area to be made covered with substantial protection by each individual/group shall be such as can be protected by a person of the same status doing his/their work honestly and efficiently in the circumstances prevailing. THE NIN will carry out essential improvements to physical and procedure security if these are necessary to improve any aspect of security at the premises and adding to the efficient performance of duty by the guards namely, adequate lighting, fencing wall, issue of identity cards to the NIN' s employees, printed machine numbered gate passes etc. The institute will be competent to recover the amount (on account of theft/pilferage etc.,) of loss, if incurred during the agreed period of one year on account of negligence of the personnel deployed by the contractor from the monthly bill of payment.

13) The CONTRACTOR's security personnel will ordinarily exercise all care, caution and reasonable and prudent judgment while discharging their legitimate duties with zeal and industriousness in the interest of the NIN, its properties and/or its executives etc., and in so performing if they become subject of criminal or legal proceedings, THE NIN will undertake the legal defense of the Contractor's personnel at the NIN's cost.

14) Police clearance regarding verification of character & antecedents of persons deployed will be produced by the Contractor before deployment of such personnel. The Security Officer and Security Supervisors should have enough exposure and experience in dealing with the fire fighting equipment. They also should take preventive measures against fire, thefts, or any other type of losses to the Institute.

15) During the period of this agreement, THE NIN undertakes not to appoint or entrust to their employees the duties that are entrusted to the Contractor and its staff including guards. However, THE NIN is at liberty to appoint its own watchmen or other security staff whose duties are not identical on par with the Contractor's security staff.

16) Security Contractor has agreed to provide the following security staff to the NN with 5 % agency charges as quoted:

| | | |
|---|---|----|
| i) (a). Security Guards (Civilian) | | |
| (b) Plus one Female Security Guard (Semi-skilled) | = | 26 |
| ii) Security Supervisors (Skilled) | = | 03 |

17) THE CONTRACTOR is responsible for payment of wages, ESI and EPF etc., as per the agreed rates but not less than minimum wages fixed by the Central Government for security personnel from time to time at Hyderabad. The wages can be increased as and when the rate of wages will be increased by the Government. The Contractor may claim the increased rates on production of the copy of notification as proof and will be paid the amount with effect from the date of notification.

18) The Contractor has to submit his bill for the services provided during preceding month before 3 of the next month along with the copy of the aquittance roll of wages paid to the

security personnel which should be certified by the officer authorized by the NIN regarding the attendance of the number of security personnel. The Contractor should also submit a copy of challan of ESI & EPF every month along with monthly bills . Any complaint from their staff that the wages/salaries are not being paid as per the agreed terms and conditions will be viewed seriously.

19) THE CONTRACTOR is expected to Maintain the following listed registers and records under Minimum Wages Act:-

(A) Every employer shall maintain such registers and records giving such particulars of employees employed by him, the work performed by them, the wages paid to them, the receipts given by them and such other particulars and in such form as may be prescribed.

(B) Every employer shall keep exhibited, in such manner as may be prescribed, in the factory, workshop or place where the employees in the scheduled employment may be employed, or in the case of out workers, in such factory, workshop or place as may be used for giving out-work to them, notices in the prescribed form containing prescribed particulars.

1. Subs. by Act 26 of 1954, s. 4, for "section 47 of the Factories Act, 1934". 211

(C) The appropriate Government may, by rules made under this Act, provide for the issue of wage books or wage slips to employees employed in any scheduled employment in respect of which minimum rates of wages have been fixed and prescribe the manner in which entries shall be made and authenticated in such wage books or wage slips by the employer or his agent.

20) **Transfer of Liabilities:** In the event of exigencies arising due to the death, infirmity, insolvency of the contractor or for any other reasons or circumstances, liabilities of the contract shall be borne by following such terms and conditions which, Director – NIN may think proper in public interest.

21) **Removal of staff on termination of contract :** It shall be the duty of the contractor to remove all the persons deployed by him on termination of the contract and ensure that no person shall create any disruption/ hindrance/ problem of any nature to the ICMR-NIN.

22. **Termination of the Contract:** The contract may be terminated in the event of occurrence of any of the following contingencies:

a) Without any prior notice on the expiry of the contract period.

b) By giving **one** month notice in case:

i) The contractor provides unsatisfactory services.

ii) The contractor assigns the contract or any part thereof to any other person for subletting the whole or a part of the contract.

iii) The contractor is declared insolvent by any court of law.

iv) The contractor is not interested to complete/ continue the contract. "Provided that during the notice period for termination of the contract, the contractor shall continue to provide the services as before till the expiry of notice period."

24. DUTIES AND RESPONSIBILITIES TO BE DISCHARGED BY THE SECURITY PERSONNEL

1. Regulating, checking, recording and reporting the incoming visitors to and from the premises strictly as per gate passes issued by the Competent Authority and challans for goods.

2. Regulating, checking, recording and reporting the incoming and out going personnel including visitors, outsiders, building construction contractors and their labourers and workers and Institute's employees.
3. Restricting the entry of unauthorized persons in the premises.
4. Maintain vigilance on such information which are vital for safety of the residential quarters/other buildings and reporting it to the Institute's Management.
5. Reporting and helping in the extinguishing and control of fire and other mishaps.
6. The residents of residential quarters will have to be permitted as per the orders issued from time to time to use the Institute's gates.
7. Any other duties that are assigned by the Director/or any other authorized officials of the Institute assigned the task of supervising the safety arrangements at the residential quarters and other buildings in the Campus.
8. No residential accommodation will be provided by the Institute to the security staff engaged by the Contractor at NIN. The Security Contractor will be responsible for their staff's leave, replacement and other welfare measures. However, the NIN will provide working place, stools, tables, chairs, torch lights, lathis etc., but not stationery items except gate pass and writing pens.
9. The contractor will be held responsible for any loss occurred in the campus of the Institute (including residential quarters) by way of theft, pilferage and robbery and the amount so involved will be recovered to the full extent from the monthly bills of the contractor.
10. The Contractor should provide safety services entrusted to him with utmost sincerity and loyalty and should not develop any undue familiarity with NIN staff nor any person in the contractor's employment be associated with the previous contractors. The contractor or his staff should not join any labour union or support any such NIN union either directly or indirectly. The agency shall also not indulge in any activities prejudicial to the interest of NIN.
11. .The contractor will be fined Rs. 500/- per each occasion where the misconduct of the guard/security supervisor is noticed for any irregular act or when the required number of guards are not posted for shift as per the specifications agreed to or other defaults of the Contractor.
12. The Security contractor should ensure that the working hours of the staff are notified as 8 hours only and not any longer, contravening the labour laws. The security contractor will ensure that double shift duty is not allowed to any of the Guard/Supervisor. The security personnel provided by the Contractor should be trained civilian guards and the Security Supervisors are preferably Ex-servicemen. People retired from police departments or civilians should not be engaged as security supervisors. Their antecedents have to be verified by the contractor and there should not be any adverse entries in police records against the staff engaged by the contractor. The Security Staffs latest passport size photographs, address (present & permanent) should be provided to the Director, NIN.
13. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and Contract Labour (Regulation & Abolition) Act 1970, EPF etc. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the NIN and to the Labour Department.

14. The contractor shall be liable and responsible to provide all the benefits viz. Provident Fund, ESI, Bonus, Gratuity, Leave, etc. to the staff engaged by him. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within seven days of close of every month. Giving particulars of the employees engaged, is required to be submitted to the department. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, the NIN is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract and will be deposited with PF Office on behalf of the contractor.

15. The security staff should check the availability of the staff during the lunch time before allowing a visitor for them during lunch hours. However, sales promotion people should be allowed with the permission of Sr. Administrative Officer.

16. Outsiders should not be permitted to enter into the Institute building through the rear gate/door of the building and their exit also be strictly restricted through the front gate.

17. The patrolling staff should make rounds for every one hour and as frequently as possible even by bicycle, when required. The bicycle for the purpose will have to be provided by the contractor.

18. For Sleeping while on duty or leaving the duty spot will be liable to penal clause i.e., a cut of double man days salary for each such occasion.

19. The decision of Director, NIN on all matters will be final and legally binding upon the Institute and the Contractor. All disputes arising out of this contract are subject to the jurisdiction of the Courts at Hyderabad only.

20. The Terms & Conditions specified in the Tender Document of the Security Contract as well as Terms & Conditions specified in Award of Security Contract issued vide letter no. _____ dated _____ will remain as part of this agreement.

IN WITNESS WHERE OF THE PARTIES TO THIS AGREEMENT HAVE
HEREUNDER SUBSCRIBED THEIR SIGNATURES ON THE DAY, MONTH AND
YEAR HEREIN ABOVE WRITTEN.

Witness

1.

M/s.

ON BEHALF OF

2.

Witness

1.

NATIONAL INSTITUTE OF NUTRITION

2.

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(Refer Clause 11.1.4 of the NIT)

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) (hereinafter called the “Bank”) of the one part and _____ (Name of the Institute) (hereinafter called the “Institute”) of the other part.

2. WHEREAS _____ (Name of the Institute) has awarded the contract for Security services contract for Rs. _____ (Rupees in figures and words) (hereinafter called the “contract”) to M/s _____ (Name of the contractor) (hereinafter called the “contractor”).

3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. _____ (Amount in figures and words).

4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the National Institute of Nutrition the full amount of Rs. _____ (Amount in figures and words) as stated above.

5. After the Contractor has signed the aforementioned contract with the Institute, the Bank is engaged to pay the Institute, any amount up to and inclusive of the aforementioned full amount upon written order from the National Institute of Nutrition to indemnify the National Institute of Nutrition for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the National Institute of Nutrition immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the National Institute of Nutrition any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. THIS GUARANTEE is valid for a period of _____ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).

7. At any time during the period in which this Guarantee is still valid, if the National Institute of Nutrition agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the National Institute of Nutrition and at the cost of the contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.

9. The neglect or forbearance of the National Institute of Nutrition in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the National Institute of Nutrition for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions "the Institute", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) _____ (year) being herewith duly authorized.

For and on behalf of
the _____ Bank.

Signature of authorized Bank official

Name _____
Designation _____
I.D. No. _____
Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in the presence of:

Witness-1.
Signature _____
Name _____
Address _____

Witness-2.
Signature _____
Name _____
Address _____

PROFORMA FOR FINANCIAL BID (on letter head)
(Civilian guards)

TO BE FILLED BY THE CONTRACTOR: -

| Sl. No. | Details of Claim | Supervisor (Skilled) | Security Guard (Semi-skilled) |
|---------|---|-----------------------|-------------------------------|
| 1. | Minimum Basic wage + VDA payable to the worker per day as per the Minimum Wages Act , 1948 of Govt. of India. | | |
| 2. | ESI Contribution @ 4.75% per month (Employer's) | | |
| 3. | EPF Contribution @13.61% per month (Employer's) | | |
| 4. | Relieving charges 1/6th of Gross wage. | | |
| 5. | Contractor's Administrative/Service charges in Rupees (per person per day) (In figures and in words) (should not be less or equal to the TDS (i.e., 2%)). | | |
| 6. | Service Tax as applicable (Present S.T. @.....%) | | |
| 7. | Grand Total | | |

Note:-

1. The rates quoted above are as per the rates fixed by the office of the Deputy Chief Labour Commissioner(Central) Vidyanagar, Hyderabad for Watch & Ward currently in force and is subject to revision from time to time by the Govt.
2. IT will be deducted at source. S.T as applicable shall be reimbursed to the contractor on production of proof of having deposited the same with the S.T Department.
3. Bonus amount will be reimbursable /payable by NGRI at the end of the contract period Subject to eligibility/fulfillment of conditions laid down under Labour Laws/ Bonus Act, for such payment.
4. **The Contractor's profit/service charges should not be less or equal to the TDS (i.e., 2%).**

Date:

Signature of the Bidder with Seal &Address