

Cost: Rs.300/-

**CCS National Institute of Agricultural Marketing
Kota Road, Bambala ,Near Sanganeer
Jaipur 302033
Ph: 0141 -2770027, 2795104
Fax: 0141- 2770595**

**TENDER DOCUMENT / TERMS AND CONDITIONS FOR SECURITY
SERVICES**

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1. NOTICE INVITING TENDER

Sealed tenders are invited from reputed agencies, having a minimum experience of 5 years in the field of providing manpower for Security Services on contract basis. The agencies will provide manpower for Security Services at CCS NIAM campus

The application form, terms and conditions and detailed information can be downloaded from the institute website www.ccsniam.gov.in An amount of Rs. 300/- as the cost of the Tender form and earnest money of Rs. 30,000/- (Rupees Thirty Thousand only) through Demand Draft in favour of Director General, CCS NIAM payable at Jaipur be submitted with complete tender document on or before **06-09-2010 by 2.30 P.M.** in a sealed envelope and the same **will be opened on the same day by 3.00 P.M.**

The tenders received late, tenders without earnest money, conditional tenders, or incomplete tenders in any respect would be rejected. The Institute reserves the right to accept or reject any or all tenders without assigning any reason. The finalized bidder will have to enter into a legal contract/agreement with the Institute before rendering its services to the Institute.

2. PROCEDURE

1. Tender Bids should be placed in a properly sealed envelope addressed to

Director General

CCS National Institute of Agricultural Marketing

Tonk Road, Near Sanganeer

Bambala, Jaipur

Phone No. 0141- 2795104

Earnest Money / Technical Bid / Financial Bid should be put in separate sealed envelopes, with each envelope clearly indicating the type of enclosures. All these should be put in one envelope and must be super scribed “Tender for Security Services”.

The tender must reach the above mentioned address by **2.30 P.M. on 06-09-2010** and they will be opened on the same day by **06-09-2010 by 3.00 P.M.** in the presence of all the tenderers or their authorized representatives.

2. The tender for the works shall remain open for acceptance for a period of 30 days from the date of opening of tenders. The earnest money will be forfeited in case of Agency Withdraws his bid during the validity period.

3. In the event of the Bid being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so or in the case of a company, the tender be signed in the manner laid down in the said Company’s Article of the Association. The signatures on the tenders will be deemed to be the authorized signatures.

4. The successful bidder will be required to submit the Bank Guarantee of the desired amount as security for the performance of the contract as laid down by the CCS NIAM. This Bank Guarantee/DD must be submitted within 15 days of the award of the contract.

5. All offers should be typewritten / computerised or written neatly in the legible ink and submitted in duplicate. All corrections must be signed & stamped by the bidders.

6. The bidder must ensure that the conditions laid down for submissions of offers are complete and correctly filled. **The rates and units shall not be overwritten and shall be in both i.e. figures and words. Any omission to fill the rates and units shall altogether debar the quote from being considered.**

7. The Director General, CCS NIAM reserves the right to accept or reject any or all the tenders without assigning any reason.

Read and accepted

(Signature and Stamp of the Bidder)

3. TERMS AND CONDITIONS

1. The bidder must provide information about his Agency as per **Annexure-I**.
2. CCS National Institute of Agricultural Marketing requires **Security personnel (approx. 12)** and **Supervisor (1)**. This manpower is to be provided for 8 (eight) hours a day and 7 (seven) days a week.
3. Additional manpower, if any required, will be supplied by the agency on the same terms and conditions, and the number of personnel required may change.
4. The payment details to be provided are as per the format attached as **Annexure-II**.
5. The number of paid holidays (leave entitlement) of the staff will be three in a year & the amount be calculated and filled in Annexure-II.
6. The bidder shall deposit earnest money of Rs. 30,000/- (Rupees Thirty thousand only) with the tender in the shape of bank draft in favour of Director Genreal, NIAM payable at Jaipur which shall be returned in case the offer of bid is not accepted by the Institute.
7. On acceptance of the tender, the agency shall submit Bank Guarantee/Bank Draft amounting to Rs.30,000/- (Rupees Thirty thousand only) to CCS NIAM, Jaipur This Bank Guarantee/Bank draft must be submitted within 15 days of the award of the contract. No interest will be paid on the security amount.
8. The agency will provide Security Services employing Security Guards. The manpower will be screened by the Institute. The staff employed by the agency will always wear uniforms and carry/wear identity cards with them for verification while working on the Campus.
9. The supervisor deployed by the agency is supposed to be present on the CCS NIAM campus during working hours. He will give daily progress report to the designated officer of the Institute or his authorised nominee.
10. The CCS NIAM shall have the right to replace any person without assigning any reason whatsoever and the substitute shall have to be provided by the Agency immediately.

11. The weekly targets will be assigned by designated officer of the Institute or his nominee and payment of the preferred bills shall be released on monthly basis after fulfillment of the targets to the satisfaction of the concerned authorities.

12. The staff to be provided by the Agency should be physically fit **Ex-servicemen / civilian guard** for performing security duties and shall not be above 55 years of age.

13. The agency shall deploy only Indian nationals. All the persons to be provided should have good moral character and antecedent verification should be got done from the concerned authority by the Agency and made available to CCS NIAM, Jaipur. No criminal case be pending against any of the persons employed by the agency.

14. The details of the persons deployed by the agency with name, bio-data and copies of the character antecedents verification and latest photographs of all the persons shall be supplied to the Institute office for record within 5 (five) days of the issue of the offer letter. The agency will have to start the work within 5 (five) days of submission of the required documents.

15. The Designated Officer or his nominee shall be at liberty to check any time the deployment of persons by the agency and in case of default the Designated Officer of the CCS NIAM shall deduct the wages of absentee personnel from monthly payment due to the agency and impose penalty as deemed fit by him. The penalty can be up to Rs. 500/- per day per absentee. The decision of the Director General shall be final in this regard.

16. The agency shall be liable for full fidelity of the personnel to be provided and in case any pilferage/damage/theft/shortage is caused to the property of the Institute due to the carelessness of the persons deployed by the agency, the value as assessed by the Designated Officer shall be recovered from the payment due to the agency under the contract. If some amount is still found recoverable, the agency shall deposit the same within 15 days from service of notice by the Institute.

17. The agency shall not pay to the persons engaged by him less than the minimum wages as approved under Minimum Wages Act. 1948. The entire responsibility of payment as per minimum wages act shall be of the contractor

18. The CCS NIAM will not be liable to pay any amount other than settled in the contract. Any payment under provision of the ESI Act, 1948, Workman Compensation Act 1923, payment of Gratuity Act, 1948 and Employee`s provident Fund and Miscellaneous Provisions, Act 1952 or any other statutory liability shall be made by the agency and challans/receipts must be closed with the monthly bill. The agency shall be solely responsible and liable for his persons under the provisions of Contract Labour (R&A) Act and the labour and services laws. A certificate to this effect will have to be submitted by the agency in separate challan in respect of manpower employed by him. The certified copy of challans must be submitted next month along with the bill.

19. The safety of the property of CCS NIAM will also be the agency`s responsibilities.

20. The Agency shall be paid against monthly bills to be submitted by him at the settled rates and payment will be released to the agency within 15 days from the date of submission of the bill.

21. The Agency must ensure the payment to staff by 7th of each month from his own resources. The payment must be made in the presence of the Designated Officer authorized by CCS NIAM, Jaipur

22. TDS and other taxes as applicable will be deducted from agency`s bill as per Govt. Instructions from time to time.

23. The Service tax (if claimed by the Bidder) will be reimbursed only after the submission of proof of payment of Service Tax.

24. The contract will be valid for a period of one year and can be extended if agreed to by both the parties.

Read and accepted
(Signature & Stamp of the Bidder)

4. TECHNICAL BID

Annexure –I

**CCS National Institute of Agricultural Marketing
Kota Road, Bambala ,Near Sanganeer
Jaipur 302033**

Ph: 0141 -2770027, 2795104

Fax: 0141- 2770595

PROFORMA For Technical Bid

FOR SECURITY SERVICES

Payment Details:

DD No. _____

DD Amount _____

Bank Name/Branch _____

Technical Bid should indicate following information along with the self-attested photocopies of supporting documents:

1. Name of Firm/Agency: _____

2. Registered address: _____

3. Telephone No. (Landline): _____

4. Fax No.: _____

5. Mobile No.: _____

6. Email Address: _____

7. Name & Address of Branch, if any: _____

8. Type of Organization: _____

(whether sole proprietorship/partnership/

Private Limited for Cooperative body etc. attach proof)

9. Name of Proprietor/Partners/Directors _____

of the Organization/Firm:

| S.No | Documentary Proof of | Attached (Yes/No) | Page/Appendix No (If attached) |
|-------------|--|--------------------------|---------------------------------------|
| i. | Proof of incorporation/inception of the Agency | | |
| ii. | Registration for manpower supply/License to act as Private Security Agency | | |
| iii. | PF Registration proof | | |
| iv. | ESI Registration proof | | |
| v. | PAN card | | |
| vi. | Income Tax Returns for the last three years | | |
| vii. | Service Tax registration proof | | |
| Viii | Proof of Registration with the Labour Commissioner | | |
| ix.. | Satisfactory Performance certificate from at least three organizations where the Agency has supplied a group of more than 10 persons at a time for Security Services during the last 3 years | | |
| x. | Any other relevant information | | |

Name and signature of the authorized person
of the firm along with seal

5. FINANCIAL BID

|Annexure II

CCS National Institute of Agricultural Marketing Kota Road, Bambala ,Jaipur

PROFORMA FOR Scheduled Rates for Security Services

| Sl. No | Payment Details | Security Guards (rate per person per month in Rs.) | | Supervisor (rate per person per month in Rs.) | Remark |
|--------|--|---|----------------|--|--------|
| | | Ex-servicemen | Civilian Guard | | |
| 1 | Basic Rate(Minimum wages) | | | | |
| 2 | Weekly rest pay | | | | |
| 3 | Provident Fund @13.61 % | | | | |
| 4 | ESI @ 4.75 % | | | | |
| 5 | Leave entitlement | | | | |
| 6 | Total (1 to 5) | | | | |
| 7 | % Service charges | | | | |
| 8 | Amount of Service Charges | | | | |
| 9 | Total (6 to 8) | | | | |
| 10 | Service Tax @10.30% on Col.No.9 | | | | |
| 11 | Any Other Charges Total payable (9 to11) per month (infigures) | | | | |
| | Total payable (9 to 11) per month (in words) | | | | |

Name and signature of the authorized person of the
firm along with seal

6. CONTRACT AGREEMENT

(To be signed by the finalized bidder, before rendering services to the Institute, on a non-judicial stamp paper of Rs. 100/-)

1. This agreement is made on (date) between Central Institute of Rajasthan (Hereinafter called **CCS NIAM** which expression shall unless excluded by repugnant to context, include his successors and assignees) and (herein after called the agency which expression shall unless excluded by or repugnant to context, include his successors and assignees) on the other part. The agreement shall remain valid from to
2. Whereas CCS NIAM has invited tender for providing Security Services in the CCS NIAM Campus for.....
3. CCS NIAM has approved the tender for the work at an amount of Rs. the work is to be carried out as per the direction of the designated officer.
4. The scope of services to be rendered under each item can be increased or decreased as per requirement, to be decided mutually between CCS NIAM and agency and the monthly payable for that item will be increased or decreased as per the rate already approved.
5. The contract period shall be initially for with effect from to which can be extended on mutual consent of both the parties for the additional period. The following documents have been annexed as integral part of contract and initialed on behalf of parties hereto :
 - (a) Tender document.
 - (b) Price bid No.
 - (c) Letter No.
6. It shall be the sole responsibility of the agency to ensure effective services and if there is any loss/shortage of any material to the institute during the course of their duties on

account of dishonesty, theft, connivance or due to any cause other than natural calamity. The same shall be recovered from the agency.

7. The Agency will take all steps as required under law in case of any loss or other contingency in consultation with the institute.

8. The agency has furnished a security of Rs..... (Rs..... Only) in shape of “Deposit at Call” No..... duly pledged and renewed up to in favour of Director General , CCS NIAM Jaipur which shall carry no interest.

9. That in case of any dispute arising between the parties w.r.t. the contract, interpretation of the terms or any claim whatsoever, the Director General, CCS NIAM or any person appointed by him shall be the sole Arbitrator to decide the matter and the provisions of Arbitration and Conciliation Act 1996 shall be applicable. The agency shall have no objection to the Designated Arbitrator or other appointed person as Arbitrator by him. The place of Arbitration proceedings shall be at Jaipur.

10. All equipment / material etc. required for Security Services of the Institute Campuses will be provided by agency.

11. The agency will not sub-let the contract of these services to any other agency or individual(s).

12. The agency amount of this work is as per the rate approved with services charges.

13. The agency will be responsible for compliance of various statutory obligations like EPF, ESI, minimum wages act, workman compensation act and other laws enacted from time to time.

14. The agency will submit photocopy of challans of deposits of EPF & ESI along with bill every month.

15. The agency shall maintain absolute security with regard to all the matter that comes to his knowledge by virtue of its contact.

16. The responsibility for implementing the instructions/ guidelines for working on National holidays and Sundays would be of the Agency.

17. Since the personnel will be employees of the Agency, the CCS NIAM will not have any concern or relation with them either directly or indirectly all statutory obligation shall be discharged by the Agency and there shall be no liability of CCS NIAM in that respect.
18. Agency will ensure that the staff is periodically changed to ensure better output and result.
19. It is clearly understood by both the parties that this agreement is a commercial agreement and not one is creating any employment.
20. Consolidated bill with the full details pertaining to the previous month will be submitted by the Agency by 3rd of next month and after due scrutiny will make requisite payment to Agency by 7th of the same month of submission of the bill. The agency shall not pay to the persons engaged by him less than the minimum wages as approved under Minimum Wages Act 1948. The entire responsibility of payment as per Minimum Wages Act shall be of the contractor.
21. The workmen of the Agency shall have no privity of the contract with the company and there shall be no master servant relationship between the CCS NIAM and the Agency's workmen of any nature whatsoever.
22. Any loss due to negligence, if proved, of security staff will be compensated by the Agency.
23. The Agency shall comply with provisions of the contract labour (Regulation & Abolition) Act 1970, Contract Labour (Regulation & Abolition) Central Rules 1971.
24. Agency or his representative will remain in constant touch with concerned official of CCS NIAM for better understanding and effective work.
25. All records, attendance registers and documents will be maintained and kept by the Agency.
26. The Agency will also submit an affidavit for committing minimum wages to the workers deployed by him/them, abide by the Labour Act 1970 amended from time to time, contract labour Central rates 1971, workmen compensation Act, P.F. & Misc. Provision Act 1952 before the start of the work. Security deposit will be released once no objection certificates are made available from all the statutory bodies relevant under the contract.

27. That the terms of tender which have not been mentioned in the contract shall also apply and form part of the contract for all the intents and purposes.

28. That the courts at Jaipur alone shall have exclusive jurisdiction for all the legal purposes.

29. That in case of any loss being suffered by CCS NIAM or the violation of the terms and conditions of contract; the CCS NIAM shall have right to deduct all claims against Agency

for the security and CCS NIAM shall have right to forfeit and deduct the claim amount from the security amount partly or entirely as per the claim.

30. That in case if the agency withdraws from the contract within the period of contract, the CCS NIAM shall forfeit the security amount.

In witness where of the parties here set their hand the day and year here in above written.

AFFIDAVIT

.....gives the following undertaking and commitments to the CCS
CCS NIAM

- a) Thatwill release the payment as per minimum wages act/ DC rates prevalent in the region (which ever is more) to its employees.
- b) That will follow the Central Labour Act, 1970, the Contract Labour Central Rules 1971, Workmen Compensation Act. Employees Provident Fund and Miscellaneous Provision Act 1952 or any other Act/Rule Statutes enacted by Govt. of India or Govt. of Rajasthan.
- c) That will follow all clauses as mentioned in the agreement between CCS NIAM andfor providing of security services from months.
- d) That shall abide by the terms and conditions of the agreement.

Certification

Certified that the contents of above affidavit are true and correct as per our knowledge and nothing has been concealed there

Name and signature of the authorized person of the firm along with seal