



# भा.कृ.अ.प.- भारतीय कृषि अनुसंधान संस्थान

ICAR-INDIAN AGRICULTURAL RESEARCH INSTITUTE



क्षेत्रीय केन्द्र (खाधान एव उधान), अमरतारा काटेज, शिमला-171004

REGIONAL STATION (CEREALS AND HORTICULTURE CROPS)AMARTARA COTTAGE, SHIMLA-171004

Phone No. 0177-2655305,2808766

मि. सं. 5-23/2020/Security/Shimla/

दिनांक: 23-06-2020

## निविदा प्रपत्र

### TENDER DOCUMENT

Tender ID : 2020\_DARE\_566627\_1

**Tender Form/documents for(Watch & Ward) services on contract basis at ICAR-IARI, Regional Station, Shimla(H.P.)**

Scope of the proposal work/jobs and other requirements connected to the contract, including formats of the bids, terms and conditions of the contract, etc. are enclosed, as per the following details:-

1.	E-Procurement Tender Notice	ANNEXURE-I
2.	Instruction to Bidders	ANNEXURE-II
3.	General Conditions of Contract	ANNEXURE-III
4.	Pre requisites/requirements of the services contract	ANNEXURE-IV
5.	Schedule of Job Requirement and Terms & Conditions	ANNEXURE-V
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10.	Declaration to be Submitted by Bidder	ANNEXURE-X
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Note:Annexure-I to V not to be returned with tender and Annexure-VI to XV compulsory to be returned with the tender.

**E-procurement Tender Notice**  
**Tender ID : 2020\_DARE\_566627\_1**

ICAR-Indian Agricultural Research Institute(IARI), RS, Shimla invites e-tenders for outsourcing the contract of Security/Watch & Ward Services for providing manpower at Indian Agricultural Research Institute(IARI), Regional Station, Shimla at **6 points (24X7)** on contract basis for a period of Two Years and may be extendable for the further duration & subject to satisfactory performance of the Vendor and its willingness to continue on existing terms and conditions, as per requirement.

The Tenderer is being permitted to give Tenders in consideration of the stipulations on his part that after submitting his Tenders, he will not resile from his offer or modify the terms and conditions thereof. If the Tenderer fails to observe and comply with the foregoing stimulations, the aforesaid amount of EMD will be forfeited by the ICAR- IARI.

**1. Details of Tender Deposits:-**

Tentative Annual Value of Contract: **Rs.50 Lakhs**  
 Earnest Money Deposit:- **1 Lakh (one Lakh)**  
 Security Deposit: **5% of the estimated value of contract.**

**2. Tender Schedule:**

Tender No.	<b>F.No.5-23/2020-21-Security/Shimla</b>
Date of release of Tender through e-procurement	<b>23.06.2020 / 04.00 P.M.</b>
Bid Submission Start date/time	<b>23.06.2020 / 04.00 P.M.</b>
Last date & Time for submission of bid	<b>15.7.2020 / 01.00 P.M.</b>
Date & time for opening of technical bid	<b>16.07.2020 / 03.00 P.M.</b>
Address for communication	<b>Head, IARI, Regional Station, Amartara Cottage, Cart Road, Shimla-171004</b>
Bid Validity estimated cost	<b>90 days from the date of opening of tender</b>

On-line bids are invited under two-bid system through e-procurement system from registered/well-established/reputed firms for providing the services for Security/Watch & Ward Services at ICAR-IARI, Regional Station, Shimla on contract basis for a period of Two years and extendable by further one or more years subject to satisfactory performance at Indian Agricultural Research Institute, Regional Station, Shimla and its farms at Tutikandi, Dhanda and Dr. B.P. Pal Research cum Study Centre, Shankali, Shimla-171001.

Tender form, terms & conditions and draft agreement can be downloaded free of cost from the website <http://eprocure.gov.in> and [www.iari.res.in](http://www.iari.res.in). Online bids complete in all respects should be submitted through CPP portal <https://eprocure.gov.in/eprocure/app> only.

In case, a holiday is declared by the Government on the day of opening bids, the bids will be opened on the next working day at the same time. The IARI reserves the right to accept or reject any or all the tenders without assigning any reason.

**Please note that only online bids will be accepted.**

**Head, IARI, RS, Shimla**

**ICAR-Indian Agricultural Research Institute, Regional Station, Shimla-171004**  
**INSTRUCTIONS TO BIDDERS**

**1. Earnest Money Deposit(EMD)**

- 1.1 All the Bidders have to deposit EMD in the shape of **Bank draft/FDR/Bank Guarantee in favour of Director, IARI, payable at New Delhi may be submitted to Head, IARI, Regional Station, Shimla** during working hours 10:00 AM to 5:00 PM (Except second Saturday, Sunday and Guzzetted Holidays) before opening of the Technical Bids and scanned copy of the same must also be uploaded on the CPP Portal, failing which the tender will be rejected straightway.
- 1.2 The EMD of successful bidders will be refunded only after award of contract and receipt of acceptance letter & requisite security deposit, while EMD of unsuccessful bidders will be released with 30 days after the award of the contract.
- 1.3 No interest will be payable on the EMD.
- 1.4 No request for transfer of any previous deposited Earnest Money will be entertained.
- 1.5 It is understood that the tender document issued to the bidder is being permitted to submit tender in consideration of the stipulation on his part that after submitting his tender he will not withdraw from his offer or modify the terms & conditions thereof or withdraw before 90 days from the date of opening of tender or after acceptance. If the tenderer fails to observe and comply with the foregoing stipulation, the aforesaid EMD will be forfeited.
- 1.6 If the contractor does not accept the offer, after issuance of contract award letter within 7 days, the offer shall be withdrawn and Earnest Money forfeited.
- 1.7 If Micro, Small and Medium Enterprises are registered for such work from any of the following then there is no need for deposit of EMD. However, in that case valid registration certificate from any of the following is required to be uploaded.
  - i) District Industries Centres,
  - ii) Khadi and Village Industries Commission,
  - iii) Khadi and Village Industries Board,
  - iv) Coir Board,
  - v) National Small Industries Corporation,
  - vi) Directorate of Handicraft and Handloom; and
  - vii) Any other body specified by the Ministry of MSME
- 1.8 Similarly, if the firm has valid Udyog Aadhaar obtained from Ministry of Micro, Small and Medium Enterprises(MSME), Govt. of India having clearly indicated monetary limits as per norms, then also the firm is exempted from EMD provided that the same is uploaded with tender document. Also, it should be clearly mentioned in the document that it is valid for security services. The Udyog Aadhaar Certificate should be valid at least upto March, 2021.

**2. Preparation of tender:**

- 2.1 The bid should consist of offer bid form(Annexure-VI), Questionnaire(Annexure VII). Details of experience/service provided during last 3 years (Annexure VIII). The Financial bid should consist of BOQ(Bill of Quantity) as per Format of Bid Rate/Price Schedule(Annexure IX) and Declaration(Annexure X). The scanned copies of bids should be uploaded by the bidder in same/different covers as per CPP Portal format.
- 2.2 The bidder/tenderer shall have to quote the rates in prescribed format on the CPP Portal.
- 2.3 Each page of the annexures(required to be returned/submitted with the tender) should be intact and duly signed by the authorized signatory and stamped.
- 2.4 In the event of space on the schedule form being insufficient for the required purpose, additional pages may be added. But each such additional page must be numbered consecutively, bear the Tender number and signed by authorized signatory. In such case, reference to the additional pages must be made in the tender form.

- 2.5 No addition and alteration shall be made in the tender form. In case of any over writing in the tender form, these should be neatly initiated with date before signing and submitting tender.
- 2.6 The Price bid quoted in BOQ must include price of all items of goods/liabilities on part of bidders for all jobs. Any hidden charges, if found later at any stage, in any form will not be accepted and would lead to cancellation of bid/contract.
- 2.7 **The rates should be quoted taking into consideration latest notifications issued by the GOI/State Govt. whichever is on the higher side for deployment of Security(Watch & Ward) Services.**

**3 Signing of the tender:**

- 3.1 Front/each page of the tender shall be signed by the bidder/firm/agency or a person duly authorized to bind the firm/bidder to the contract with stamp of the firm/agency.
- 3.2 Individual signing the tender or other documents connected with the contract must specify whether he signs as;
- i) A sole proprietor of the firm or constituted attorney of such sole proprietor.
  - ii) A partner of the firm if it be a partnership, in this case he must have authority to refer the arbitration dispute concerning the business of the partners admitting execution of the partnership agreement or a power of attorney.
  - iii) Constituted attorney of the firm if it is a company.
- 3.3 The tender is liable to be ignored if complete information is not given therein or if the particulars in the schedule to the tender not fully filled in. Specific attention must be paid to the General Conditions of the Contract as the contract entered into would be governed by them.

**N.B.:**

- 1. In case of a copy of the partnership agreement or general power of attorney, in either case attested by Notary should be furnished unless or affidavit on stamp paper of all the partners admitting execution of the partnership agreement of the general power of attorney should be furnished.
- 2. In the case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender form and all the other related documents must be signed by every partner of the firm.
- 3. A person signing the tender form or any documents forming part of the contract on and if, on enquiry it appears that the person so signing has no authority to do so, the IARI may, without prejudice to other civil and criminal remedies, cancel the contract and hold-the signatory liable for all-casts and damages.

**4. Delivery of Tender:**

- 4.1 Tenders should be uploaded by the bidder in same/different covers as per CPP portal format and hard copy only of EMD must be sent by post addressed to Head, IARI, Regional Station, Shimla-171004 to authenticate the genuineness of documents uploaded. If the scheduled date is declared as holiday, the delivery of the tender and opening will be on the next working day at the same time.

**5. Validity of Tender:**

- 5.1 Intending agencies/firms should note that their offers should remain open for acceptance for 90 days from the date of opening of tender.
- 5.2 Conditional tender & tenders with vague and indefinite expressions such as “subject to immediate acceptance” will not be considered.

**6. Opening of tenders:**

- 6.1 The bidders are at liberty to be present or authorize a representative to be present at the opening of the tender at the time and date as specified in the schedule. The name and address of the representative who would be attending the opening of the tender on your behalf should be indicated in your tender. Please also state the name and address of your permanent representative, if any.
- 6.2 But since bids are to be opened online and can be viewed on CPP Portal, hence decision regarding physical presence may be taken accordingly.

## **7. Rates:**

- 7.1 The bidder should quote his rate in the Financial Bid/price schedule (Annexure-IX). These rates quoted should be in congruent with minimum wages as notified by the GOI, Ministry of Labour for the persons engaged in Security Services(Watch & Ward)/concerned State Govt., whichever is on higher side and revised from time to time with all other statutory obligations payable under labour laws like EPF, ESI, VDA(Variable Dearness Allowance), Weekly off/Leave Compensation(s) and three national holidays viz., 26<sup>th</sup> January, 15<sup>th</sup> August and 2<sup>nd</sup> October.
- 7.2 The quoted service charge should be exclusive of GST and GST will be payable on all taxable value.
- 7.3 **The service charges quoted should be more than 5% on gross billing of the quoted minimum wages as per latest gazette notifications inclusive of EPF, ESI &VDA for one year (365 days). GST shall not be covered in agency commission. If it is not more than 5% , bid shall be rejected. Service charges shall be quoted in percentage only ( more than 5% upto two decimal point) and not in rupree or paise.**
- 7.4 No request for alteration in the rates once quoted will be entertained within the period of contract in any case. The rate quoted for job contract in Tender should be given both in words and figures failing which the same is liable to be rejected.
- 7.5 In case two firms quote exactly the same price, then the firm which gets higher marks in Technical qualification criteria will be awarded the contract. In case, firms which quoted L-1 get same marks in Technical qualification criteria also, the firm having more number of aggregate employees in the month of January, February and March, 2020 as per EPF statement will be considered for awarding the contract shall be matched with the work award(only the award in Government Departments will be considered). Strength shown in the work award shall be considered final number. In case the tie still persists, the firm incorporated earlier as per registration under Companies Act/Shops & Establishment Act will be considered for awarding the contract.

## **8. Right of Acceptance:**

- 8.1 This office does not pledge itself to accept the lowest tender and reserves the right of accepting the whole or any part of the tender.

## **9. Agreement:**

The selected Security agency for award of contract shall have to execute an agreement with IARI on a non-judicial stamp paper of Rs.100/-.

**ICAR-Indian Agricultural Research Institute, Regional Station, Shimla**  
**GENERAL CONDITIONS OF CONTRACT**

**1. Definitions:**

1.1 In this contract, the following terms shall be interpreted as indicated:

1.1.1 **"IARI"** Means Indian Agricultural Research Institute, RS, Shimla (a Principal Employer for hiring manpower)

1.1.2 **"Contractor/Tenderer/Service Provider"** means the Contractor, a firm/agency, who intends to provide manpower on contract basis to IARI, Regional Station, Shimla.

1.1.3 **"Contract"** means a legal agreement entered into between the IARI, RS, Shimla and the Service Provider as recorded in the agreement signed by the parties, including all attachments thereto and all documents incorporated by reference therein.

1.1.4 **"Contract Price"** means the price payable to the Service Provider under a contract for the full and proper performance of its contractual obligations.

1.1.5 **"Manpower"** means Security Guards/Gunman/Supervisors to be provided on contract.

1.1.6 **"Service"** means all the manpower which the Service Provider is required to provide to the IARI, Regional Station, Shimla in terms of a contract.

**2. Application:**

2.1 These General Conditions of Contract (as contained in this section) shall apply to the extent they are not superseded by provisions in other parts of the contract.

2.2 In case the tenderer wants to furnish in a separate covering letter any additional information/particulars or quote conditions which cannot be accommodated in the tender form an indication to that effect should be given in the tender form by means of a note. In the absence of such indication to that effect should be given in the tender form the contents of the covering letter will be ignored in consideration of tender.

2.3 Tenderers must give specific answers of the following question. Tenders containing equivocal or evasive will be ignored.

2.3.1 Whether services offered confirm to particulars quoted in the schedule(Annexure-V), if not, details of deviations must be stated here.

**3. Conditions of Contract:**

3.1 As contained in general Conditions of Contract, schedules and annexures to the tender are attached herewith.

3.2 Terms & Conditions of the tendering firms/agencies not appearing in the body of the tender will not be considered as forming part of their tender. Tendering firms should quote on the basis of the conditions referred to the Invitation to tender and Instructions to Firms/Agency.

#### **4. Security Deposit:**

- 4.1 The successful firm/agency will have to submit acceptance letter on receipt of job contract letter and deposit a security amount in the form of Bank Guarantee/FDR/Demand Draft equivalent to 5% of the total contractual value in the office of the IARI, Regional Station, valid upto six month after the date of completion of all contractual obligations.
- 4.2 In the event of non-deposition of the same, it will be presumed that the contractor is not interested to undertake the job contract, as such, the Earnest Money will be forfeited.
- 4.3 No interest will be paid for security deposit. The security deposit amount will be refunded after completion of contractual period satisfactorily.

#### **5. Payment:**

- 5.1 The payment shall be made in the first fortnight of every succeeding month on reimbursement basis.
- 5.2 The firm/Agency shall submit the claim with following document,
- i. Covering Letter,
  - ii Monthly Bill,
  - iii List of Security Guards deployed during the month,
  - iv Copy of wage register(mentioning all the breakups of the pay of the employee),
  - v. Register of Attendance,
  - vi Register of Loan/recoveries,
  - vii Copy of Bank Statement,
  - viii Bank transfer sheet indicating the amount transferred to each Security Guard,
  - ix. EPF challan & ECRs,
  - x. ESI challan & ECRs,
  - xi GST challan
- 5.3 Before claiming any payment, the Agency/Firm shall ensure that all the statutory obligations have been duly fulfilled.
- 5.4 Wages shall be paid by the Agency to the Security Guards on per day basis for the actual number of days(including allowed leaves as per statutory norms) the Security Guards has worked in a month, directly into their Bank Account by 7<sup>th</sup> of each month.
- 5.5 As and when the wages get revised, as per government notification, the enhanced rates shall be paid by the Department for disbursement to the Security Guards.

#### **6. Termination of Contract:**

- 6.1 The IARI, Regional Station, Shimla, without prejudice to any other remedy for breach of contract, may by written notice of default sent to the Service provider, terminate the contract in whole or in part, if the Service Provider fails to provide the services or fails to perform any other contractual obligation(s) within the time period specified in the contract given by IARI, Regional Station, Shimla.

#### **7. Liquidated damages:**

- 7.1 In case of any occurrence of theft incident the period of contract or the deployed person of the contractor during the course of their duty damages, destroy, defaces or spoils any of the properties of IARI, RS, Shimla, the contractor will be held responsible for the same and he shall be liable to restore lost/missing items of same brand and value within stipulated period of time communicated by the Competent Authorities of the IARI, RS, Shimla. In case of exigency(ies) if the contractor fails to restore the loss/missing items he shall be liable to deposit the equivalent amount to IARI, RS, Shimla, to the extent of loss incurred and the same may also be recovered from the contractor's bill or Security deposit.
- 7.2 In case of non-satisfactory work notices by the Competent Authority, IARI, RS, Shimla, an amount of Rs.2500/-plus the loss incurred will be levied as liquidated damages per day per instance apart from any other penalty deemed fit. Whenever and wherever it is found that the work is not up to the mark in specified point/area it will be brought to the notice of the supervisory staff of the firm by IARI, RS, Shimla and if no action is taken within Two hours liquidated damages clause will be invoked.
- 7.3 If the number of Security Guards are found less than the minimum required under the contract a penalty of Rs.2000/- per Security Guard/Gunmen/Supervisors per day will be deducted from the bill.
- 7.4 Use of smart phones by the security personnel's will NOT be permitted while they are on duty. Non-compliance of the same will attract penalty of Rs.2000/- per instance.
- 7.5 Note with-standing anything above, the Director, IARI reserves the right to reject any or all tenders in whole or in part without assigning reasons therefore. The decision of Director, IARI shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

#### **8. Evaluation of Performance:**

- 8.1 The successful contractor will have to enter into a detailed contract agreement deed with IARI, RS, Shimla on Non-Judicial Stamp Paper of Rs.100/- value before commencement of work. The quality assurance of the contractor should be ensured regularly (Daily, Weekly, Fortnightly or Monthly depending upon the discretion of the Deptt.) on the basis of the periodical reports from the committee constituted by the Competent Authority.
- 8.2 The contractor and all his staff deployed for contract work will be under the supervision of the nominated Head, IARI, Regional Station, Shimla.
- 8.3 Appropriate records in reference to attendance, payment of wages, deposition of EPF, ESI, GST tax etc. shall be maintained by the Contractor at his own cost and submit regularly to the office along-with his claim for payment.
- 8.4 The Contractor shall not at any stage cause or permit any nuisance at the premises of IARI, RS, Shimla Offices its farms/centre or do anything which may cause unnecessary disturbance or inconvenience to IARI, Regional Station, Shimla's staff on duty.



## **9 Resolution of disputes:**

- 9.1 Decision of the Director, ICAR-IARI shall be final for any aspect of the contract binding to all parties.
- 9.2 If any dispute or difference of any kind shall arise between the ICAR- IARI, Regional station, Shimla and the Contractor/Service Provider in connection with or arising out of the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 9.3 If after 30 days, the parties failed to resolve their dispute or difference by such mutual consultation, then either the ICAR-IARI, RS, Shimla or Contractor/Service Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and not arbitration in respect of this matter may be commenced unless such notice is given.
- 9.4 In case of initiation of arbitration under Arbitration and reconciliation act, 1996, Director, ICAR-IARI will appoint the sole arbitrator whose decision will be final and binding to both the parties.
- 9.5 All question disputes or differences in connection with the contract, if concluded shall be subject to the exclusive jurisdiction of the court within the local limits of whose jurisdiction the place from which the acceptance of Tender is issued, is situated.

## **10. Force Majeure:**

- 10.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The work 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 10.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72 hours) of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 10.3 Should 'Force Majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'Force Majeure' rate shall apply for a maximum cumulative period of fifteen days. Either party will have the right to terminate the Contract if such 'Force majeure' condition continues beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

## **11. Obtaining license under Contract Labour(Registration & Abolition) Act, 1970:-**

11.1 The firm has to obtain valid license under Contract Labor(Registration & Abolition) Act, 1970, for the manpower deployed at IARI, Regional Station, Shimla at its own cost within 60 days after the award of contract & submit to this office.

**12. Visit to IARI, RS, Shimla:**

The bidder is required to provide security services to this Station and is advised to visit 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 the Station and is aware of the operation conditions prior to the submission of the tender documents.

**13. Duration of Contract:**

Contract will be initially awarded for a period of 2 years which may be extended for a further period of one or more years subject to satisfactory performance of work and mutual consent, as per same terms & conditions enumerated in this tender document without any extra financial liability.

## ICAR-Indian Agricultural Research Institute, Regional Station, Shimla-171004

## Eligibility Qualification

PRE REQUIREITE/REQUIREMENT FOR QUALIFICATION OF THE SERVICE CONTRACT		Document submitted (Yes/No)	Page No.
1.	Scanned copy of Tender Fees		
2.	Scanned copy of Earnest Money Deposit(EMD)/Certificate		
3.	Scanned copy of Registration Certificate of the firm under Company/Shops & Establishment Act for this purpose		
4.	Scanned copy of valid License under the Contract Labour(Registration & Abolition) Act, 1970 of any other contract in Govt. (including Central Govt./State Govt./PSU/Autonomous bodies)		
5.	Scanned copies of EPF and ESI Registration Certificate(s) issued by the appropriate authority.		
6.	Scanned copy of numbers of Staff registered under ESI & EPF separately. Documentary proof of vouchers may be attached with latest ECRs, for minimum of 50 guards for last 3 months January, February and March, 2020		
7.	Scanned copy of valid registration certificate issued by National and Small Industries Corporation (NSIC), if applicable for exemption or EMD		
8.	Scanned copies of proofs of minimum last three Financial year's 2016-19 continuous experience of the firm in the field of providing such service in Central Govt./Semi Govt./establishments/autonomous bodies/corporations/reputed PSU with details in enclosed tabular form in chronological order and scanned copies of the satisfactory services where the tender is providing the services for each of the last three or more financial years.		
9.	Scanned copy of proof of minimum turnover of the firm not less than Rs.50,0000/- (Rupees Fifty Lakhs Only) during each of the last three financial years (2017-20) which will be matched/verified with work order/experience/performance certificate of covered agencies in security Services.		
10.	Scanned copies of Income Tax (PAN), GST Registration Certificates, with bank account details.		
11.	Scanned copy of Audited Balance sheet & Profit & loss(P&L) account(One page each) of the firm for last three(3) financial years i.e. (2017-20) by the Chartered Accountant.		
12.	The firm/agency must enclose undertaking indicating that there is no criminal legal suit pending or contemplated against it.		
13.	An Undertaking as per attached Format duly attested by Notary on a non-judicial stamp paper of value of Rs.100/- (Rupees One Hundred Only) regarding their non-blacklisting by any of the Govt. Department, Public Sector Undertakings and/or by Central Vigilance Commission is during the last three years.		
14.	Scanned copy of valid latest Bank solvency certificate for Rs.25 lakh. The Bank solvency certificate should not be more than three months old.		
15.	Scanned copy of valid license to run the business of Private Security Agency/PASARA in H.P./ issued by the appropriate authority for providing Security Services.		
16.	The bidder shall authorize to seek references from the bidder's bankers.		
17.	The agency should have a contract manager with 5 years experience		
18.	Power of attorney (in case of Partnership Firms)		

Signature of Authorised representative of Firm

1. Only those bidders who submit all requisite documents as per this tender and who secure 65 marks out of 100 marks in the technical qualification on parameters mentioned below will be declared as qualified/eligible for opening/considering financial bids.

Criteria		Marks
1	Average turnover of the firm(in Rs.) per year for the last 3 years *10-15 crore *15-20 crore *20-30 crore *>30 crore	10 15 20 25
2	Experience of the firm in security service business (upon submission of satisfactory performance) *>5years & upto 7 Years *>7 years & upto 10 years *>10 years & uto 15 years *> 15 years	10 15 20 25
3	Total no. of Security Guards/Gunmen/Supervisors on the rolls of agency with EPFO/ESI *50-100 *100-150 *150-300 *>300	10 15 20 25
4	ISO Certificate *5-10 year *>10 years	5 10
5	Number of ex-servicemen deployed by the agency (documentary proof of concerned institutions under Central Govt./State Govt./PSU's/Autonomous Bodies *100-150 *>150	3 5
6	Presence in Himachal Pradesh *Registered/Corporate office in Himachal Pradesh *Registered/Corporate office outside Himachal Pradesh	5 3

**ICAR-Indian Agricultural Research Institute, Regional Station, Shimla**  
**SCHEDULE OF JOB REQUIREMENT**  
**SCOPE OF WORK & DESCRIPTION FOR GUIDANCE WITH TERMS:**

Six(6)	
Point No 1: 24 Hours	Provide Security at New Office cum Laboratory Building at Amartara Cottage, Shimla, ( <b>Round the Clock</b> ), maintain record and monitor the visitors and also keep watch on incidents like fire, any untoward incidents etc. and intimate/report about the same to IARI Authorities, local police/fire station etc., as the case may be. To protect the office building premises and other installations from intruders, trespassers, thieves, dacoits etc.
Point No 2: 24 Hours	To provide Security at Old Office Building Amartara Cottage, Shimla-171004 ( <b>Round the Clock</b> ), parking and to keep watch on old office building/properties and boundaries of IARI and to perform other duties as mentioned in the above para.
Point No.3: 24 Hours	At Tutikandi Farm, Shimla-171004 ( <b>Round the Clock</b> ) to provide Security Services for farm office, Glass houses, Laboratories and experimental plots/fields: To protect the farm land of 17 acres from intruders, grazing animals, thieves, dacoits etc. and keep a watch on the area and other duties meant for Security.
Point No.4: 24 Hours	At Dr. B.P. Pal Research cum Study Centre, Cart Road, Shimla-171004 ( <b>Round the Clock</b> ) security for Research cum study centre, Shankli, Shimla-171004 and parking. To protect the building premises and other installations from intruders, thieves, dacoits etc. Provide security at the main gate. With the above also to keep a watch on incidents like fire, any untoward incidents etc. and intimate/report about the same to IARI authorities, local police/fire force etc., as the case may be.
Point No. 5 & 6: 24 Hours	At Dhanda Farm, Totu, Shimla-1710 11. For point No. 5 Provide Security to the farm campus ( <b>Round the Clock</b> ) and protect Kiwi, Pear, strawberry block & residential blocks from intruders, thieves, monkeys and other wild animals. For Point No.6, To provide security services ( <b>Round the Clock</b> ) at Farm office, Glass houses, poly houses on holidays and on working days to protect different blocks of apples, Apricot, Peach, Almond, Hybrid, Walnut, Cherry, Nursery, wild block and sick block, and pot experiments from monkeys and wild animals. maintain record and monitor the visitors and also keep watch on incidents like fire, any untoward incidents etc. and intimate/report about the same to IARI Authorities, local police/fire station etc., as the case may be. To protect the office building premises and other installations from intruders, trespassers, thieves, dacoits etc.

**Duties and responsibilities of Security Agency & Personnel**

The Agency/firm shall provide round the clock Security to all areas covered in this tender by deploying full-proof Security measures. The entire campus/open area and the built up area/immovable and movable assests will have to be maintained from security angles. The Duty area, as mentioned under scope of work, of each point with each shift, defined above, shall be manned by a Security Guards should be deployed for double duty. Some of the important items or situations that have to be covered by security services of the company are enumerated below:

**1. Regulation of Entry/Exit of Visitors:**

- 1.1 Regulate access control on all gates so as to prevent misuse of IARI, Regional Station's property by outsiders, neighboring villages/locality and thus, prevent trespassing.
- 1.2 Day and Night patrolling on regular basis across the length and breadth of the entire area covered in this tender shall report any unusual events in suspicious circumstances occurring in the area/campus.
- 1.3 to Check ID cards of all visitors entering in the campus and make necessary entries in proper registers wherever required.
- 1.4 To check/control/search staff engaged by any other contractor or person having access to the building.

**2. Regulation of entry/Exit of vehicle:**

- 2.1 To check entry of all vehicles and permit entry of authorized vehicles with Institute Logo.
- 2.2 To check and keep the record of all incoming and outgoing material through proper challan/gate pass signed by the officer concerned of IARI, RS, Shimla.

- 2.3 To Regulate incoming and outgoing vehicles and ensure that no vehicle is parked in front of the gates. Also ensure parking of authorized vehicles only at designated parking area.
- 2.4 To check and keep the record of all incoming and outgoing material through proper challan/gate pass signed by the officer concerned of IARI, RS, Shimla.

**3. Fire-Fighting Measures:**

- 3.1 To conduct fire safety drills and mock rehearsals monthly and submit report to In-charge, Security IARI, RS, Shimla.
- 3.2 To undertake fire fighting operations with provided equipment as and when required.

**4. Miscellaneous measures for Security:**

- 4.1 To interact with Local Police Authorities or PCR Van to seek Police assistance and to ensure complete safety of the Institute's movable & immovable properties and residents of respective areas.
- 4.2 National Flags at top of the buildings at specific locations is to be hoisted and removed per day as per Flag Code of India by the security guard.
- 4.3 To ensure Proper locking/unlocking of all doors and windows, switching off lights, fans, air conditioners, heaters, room coolers, water taps etc. and report the Security In-charge or officer concerned immediately.
- 4.4 To restrict the entry of stray cattle/dogs/Monkeys which get access to the whole campus/guarded area.
- 4.5 To report unusual events in suspicious circumstances occurring in the area of premises.
- 4.6 To keep record of staff members who are required to sit beyond office hours or attend office on Saturdays/Sundays and closed holidays in a register and obtain their signatures.
- 4.7 To attend the inquiry phone no. installed at the reception of Buildings after the office hour and holiday.
- 4.8 To monitor the temporarily vacant houses of residential complexes, where the residents are out of station(list of such vacant quarters to be obtained by the security offices on daily basis).
- 4.9 To Carry out any other job assigned by the Head/Scientific/Administrative/Technical staff) or their nominee in the interest of Security of IARI, RS, Shimla.
- 4.10 The above job(s) are only illustrative and not exhaustive. Additional jobs or modifications in the job will be carried out/assigned with the approval of competent authority, IARI, Regional Station, Shimla-171004.
- 4.11 The Security Guards shall immediately inform the respective Incharge of Security at different sites of IARI, Regional Station, Shimla regarding any unclaimed material/article found in the premises.

## DETAILS OF SECURITY PERSONNEL REQUIRED AT VARIOUS POINTS

Tentative list of post/point for deployment after including 09 of security supervisors for regular watch and ward to be provided by the security agency

<b>Manpower Schedule</b>					
S.No.	Sector	Security Duty Point	No. of Security Guard 9 am to 5 pm	No. of Security Guard 5 pm to 1 am	No. of Security Guard 1 am to 9 am
1.	Office Amartara, Shimla-171004	New office Building campus	1	1	1
		Old office Building and residences	1	1	1
		Sub-Total(i)=6	2	2	2
2.	Tutikandi Farm, Shimla-171004	Office Building and farm	1	1	1
		Sub-Total(ii)=3	1	1	1
3.	Dhanda Farm Near Totu, Shimla-171011	Main Gate and upper part of farm	1	1	1
		Farm office and lower part of farm	1	1	1
		Sub-Total(iii)=6	2	2	2
4.	Dr. B.P. Pal Research cum Study Centre, Shankli, Longwood Shimla-01	Research Study Centre and complex	1	1	1
		Sub-Total(iv)=3	1	1	1
		Grant Total= Sub-Total(i)+Sub-Total(ii)+Sub-Total(iii)+Sub-Total(iv)	<b>18(Eighteen)</b>		

Note:- (1) The deployment of above mentioned security guard may be shifted to another post/point as per emergency and other requirement.

(2) Number of Security Guards may be decrease or increase as per requirement.

## GENERAL TERMS & CONDITIONS FOR THE SECURITY SERVICES

- (1) Security Guards to be deployed should be within the age group of 20 to 50 years with robust health & clean record. At least 50% all or it may be done on bilateral contract with ESM.
- (2) The manpower deployed shall be capable of reading and writing Hindi and English with a minimum qualification of matriculation or equivalent for Security Guards. The Guards shall be minimum matriculate.
- (3) The watch and ward shall be round the clock and 7 days of the week and can be changed as per requirement of the first party from time to time.
- (4) There shall be no change in deployment of the Security Guards i.e. firm will not remove the Security without permission of Office ICAR-IARI, Regional Station, Amartara Cottage, Shimla-171004.
- (5) Institute will not provide the uniforms, whistle, torch, lathi, umbrella raincoat, etc to the Security Guards. All these peripherals will have to be provided by the Contractor at their own cost. Institute will not bear any additional cost whatsoever, under any circumstances.
- (6) The selected agency shall provide efficient personnel only for Security services at IARI, RS, Shimla strictly as per the charter of duty and terms and conditions mentioned in the tender document. The agency shall employ good, reliable & robust personnel and of clean record to carry out the job contract. In case any of the personnel so engaged by the agency is not found suitable by the IARI, RS, Shimla shall have the right to ask for its replacement without giving any reason thereof and the agency shall on receipt of a oral or written communication in this regard will have to replace such persons immediately.
- (7) All the personnel deployed will perform their duty in proper uniform and will maintain a smart turn out. The agency shall, at its own cost, provide suitable uniforms(both summer and winter) to their personnel with identity cards which they should wear at all times while on duty.
- (8) The agency shall provide Communication Facilities, lathi, torch, uniform, whistle(to all the security personnels). Institute will not bear any additional cost on account of their fuel maintenance and any other associated charges.
- (9) The Contractor shall not sub-let or further assign the contract.
- (10) The agency shall have to provide Telephone number for 24 hours for contact.
- (11) The Institute will not provide any residential accommodation to the security staff.
- (12) No Security Guard will perform double duty at IARI, Regional Station, Shimla. In case, they are found performing double duty or remain absent from duty, a penalty of double the wages shall be recovered from the Contractor's bill. Any exploitation of Security Guard deployed at IARI, Regional Station, Shimla by way of engaging them for double duty outside or taking money back from them shall be deemed to be violation of term of the agreement & will lead to forfeiture of security deposit & any such liability shall be paid out of bill of contractor.
- (13) The deployed personnel should be professionally trained and qualified to undertake the security work as required. In case, the contractor fails to provide adequate Security Guard as per contract or if there is lapse/negligence in executing security work and operation, or in even of negligence of any worker, the Head, IARI, RS, Shimla will be at liberty to initiate such action, as deemed fit, to overcome the aforementioned lapses or negligence, and the same would be done at the cost of the Contractor without any notice and remuneration for the period.
- (14) In case, any deployed person of the contractor suffer any type of injury while performing any duty, the contractor will be wholly and solely responsible to meet the claims made by such Security Guard for medical expenditure and or expenditure incurred for rehabilitation and IARI, RS, Shimla would have no liability towards damages claimed by such Security Guard. Any statutory benefits of any sort to the deployed person of the contractor under any Act or law of the time being in force would be the sole liability of the Contractor and not that of the IARI, RS, Shimla.



- 15) The personnel so provided by the agency/contractor under this contract will not be treated as employees of the IARI, RS, Shimla and there will be no employer-employee relationship between the IARI and the personnel so provided.
- 16) The contractor is bound to maintain the services of the deployed personnel in the contract. In case he fails to operate or maintain the services either through willful absence of his staff, negligence, incompetence, failure or otherwise, the Head, IARI, RS, Shimla reserve the right to terminate the contract and recover such amount of expenditure incurred to rectify the lapse or deduct the necessary amount for the lapse as deemed fit from the bill of the contractor.
- 17) The contractor will ensure that all the deployed personnel are physically fit and free from disease, injury contiguous illness and otherwise capable to discharge the duties. The Head, IARI, RS, Shimla reserve the right to reject any person provided by the Contractor without assigning any reason and the contractor will make arrangement for immediate replacement for such staff.
- 18) The contractor will make the payment of wages from his own by 7<sup>th</sup> day of each month positively to the deployed personnel through their bank account only and submit the e-payment receipt, other documents alongwith the monthly bill to this office for payment. The office will release the payment with 15-30 days from the date of receipt of bill in office in proper format & correct in all respect on reimbursement basis. EPF/ESI contribution of the employee will be deducted from the wages as per statutory norms. He will maintain the record of wages paid, attendance, EPF, ESI and GST deposit and submit such record to the authorized officer of the Institute regularly every month along with the bill. The GST or any other tax which is as per rule of the Central/State Govt. shall be the liability of the Contractor/Service Provider to deposit in the concerned departments. The IARI will deduct applicable TDS/Surcharge under Section 94-(C) of the Income Tax Act, 1961 from the Contractor as per rules.
- 19) The Contractor shall abide by the provision of the Minimum Wages Act and comply with all legal requirements for obtaining license under Contract Labour (R&A) Act, 1970 and other Labour laws applicable to his from time to time.
- 20) The contractor will have to pay minimum wages as notified by concerned GOI, Min. of Labour/State Govt. whichever is on the higher side, to the persons deployed for Security (watch & ward) service and arrear so increase in VDA/wages, if any, from time to time during currency of contract.
- 21) In case of concealment of any information/fact while submitting tender for security and any breach of above terms & conditions, the contract will be liable to be terminated and Security money forfeited. In that case the Contractor will be debarred for Three Years and will not be permitted to participate in any contractual work of the Institute. The enhanced rates in wages time to time by the Govt. shall be paid to the Agency by the Department for disbursement to the Security Guards.
- 22) The successful contractor will have to enter into an Agreement Deed on Stamp Paper for execution of job contract on the above terms & conditions of the contract before the start of job contract.
- 23) If a tenderer does not accept the offer, after issue of letter of award by IARI, RS, Shimla within 7 (Seven) days, and other places it is 7 days the offer made shall be deemed to be withdrawn without any notice & earnest money shall be forfeited.
- 24) The Firm will not charge placement charges or any other amount from the manpower deployed with the IARI, RS, Shimla. The contract is liable to be terminated, security deposit forfeited and the contractor/firm will be blacklisted if, at a later stage, reports are received that the contractor/contracting firm has charged the manpower on any account.
- 25) The income tax or any other tax which is as per the rules of the Govt. of India shall be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by government.

- 26) Director, IARI, New Delhi reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons and it is not mandatory to be communicated to the tenderer.
- 27) The Institute does not pledge itself to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders whole or in part keeping in view valid reasons. Conditional tenders will not be accepted.
- 28) The Institute in its capacity as Principal Employer reserves the right to modify any of the terms & conditions of the contract at its discretion, in the interest of the job work.
- 29) Successful Bidder/tenderer will have to enter into a detailed contract agreement with IARI, RS, Shimla on non-judicial stamp paper of Rs.100/- (One hundred Only) for work.
- 30) The manpower provided shall maintain secrecy and discipline in the premises of IARI, RS, Shimla. The attire of the manpower should be formal and decent and not in violation of office decorum/decorum. Any deviation will be viewed seriously and liable to penalty as deemed fit by the Institute.
- 31) The Contractor shall keep a complaint register with his representative, and it shall be open to verification by the authorized officer of IARI, RS, Shimla for the purpose. All complaints should be immediately attended to by the Agency.
- 32) The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
- 33) The Service Provider (Manpower Supply Firm) shall replace immediately any of its personnel who is found unacceptable to IARI, RS, Shimla because of conflict of interest, incompetence, improper conduct etc. upon receiving a notice from IARI, RS, Shimla. No association/trade union activities will be allowed by the manpower supplied by the agency.
- 34) The Service Provider (Manpower Supply Firm) shall not appoint any sub company/agency to carry out any obligation under the contract.
- 35) The agreement is terminable with one month notice from Institute/IARI, RS, Shimla. If the service provider wants to rescind the contract voluntarily or otherwise, he is required to give a notice of at least three months failing which the amount of security deposit including any other dues will be recovered from him for making alternate arrangement till the new contract is assigned to the other party.
- 36) In case of termination of this contract on its expiry or otherwise, the personnel deployed by the service provider shall not be entitled to and have no claim for any absorption in the regular/otherwise capacity in Institute.
- 37) The Service Provider shall abide by all the laws of land including labour laws (PF, Income Tax, Service Tax or any other extra taxes levied by Govt.) Companies Act, welfare measure of its employees and all other obligation that is being instructed in such cases and are not essentially enumerated and defined herein, though any such burden shall be the exclusive responsibility of the service provider and it shall not involve IARI, RS, Shimla in any way whatsoever. Compliance of these provision shall be ensured at the times to making monthly payments.
- 38) That in case service provider fails to make any statutory or contractual payment, then IARI, RS, Shimla shall have the right to realize this amount from the Security deposit of the Contractor.
- 39) The tenderer should indicate only the service charges to be levied by them (in schedule III) per person per shift per month for providing services as enumerated in this whole tender document under this contract for the propose of financial bid. No request for alteration in the service charges once quoted will be entertained within the period the contract is in force. However the total cost of tender would include all mandatory costs as indicated in Annexure-IX along with the service charge to be quoted by the firm for providing the services. Wages conforming to months having 31 days should be paid for 31 days and not 30 days.
- 40) The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/deployed by him submitting their full particulars alongwith their full address, passport

size photographs, verification reports from their nearest Police Stations within one month from the date of award of contract for the execution of the work in respect of their wages and services conditions and shall also comply with all the rules and regulations, provisions of Law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the INSTITUTE from any claim, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director, IARI shall be final and binding on the contractor.

- 41) Income Tax in respect of individuals (if applicable) will be deducted from the payment due for the work done as per rule. TDS in respect of contractor will be deducted as rules applicable from time to time.
- 42) The manpower should not leave their points unless and until reliever comes. All the registers shall be kept/maintained with Security Incharge, IARI, Regional Station, Shimla and respective incharge Security at each site. The personnel engaged by the agency shall be available all the time as per their duty roster, which agency has to prepare in consultation with Security Incharge of the Buildings and they shall not leave their place of duty without the prior permission of the Security Incharge of IARI, Regional Station, Shimla. Adequate supervision will be provided by the Security Incharge as nominated by the IARI, RS, Shimla to ensure correct performance of the said security services in accordance with prevailing assignment/instruction agreed between the two parties in order to exercise effective control and supervision over the staff deployed by the agency.
- 43) **Risk Clause:** IARI, RS, Shimla reserve the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from security Deposit or pending bills or by raising a separate claim.
- 44) The service provider agency shall be solely responsible for the redressal of grievances/resolution of dispute related to personnel deployed and Institute/Station shall in no way responsible for settlement of such issues whosoever.
- 45) The contractor/agency will furnish to the INSTITUTE/Regional Station the full particulars of the personnel deployed, including details like name, father's name, age, photograph address, telephone number etc. and will also ensure the verification of the antecedents of such personnel from their ex-employer/police and also ensure that they possess the requisite academic qualifications as provided at s. No.7 above.
- 46) The tendering agency shall be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to IARI, RS, Shimla to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 47) The personnel provided shall be under the direct control and supervision of the contractor/agency. However, they shall comply with the oral and written instructions given on day to day basis, by the officer(s) authorized by the IARI, RS, Shimla/Security Incharge from time to time. They will be bound by office timings, duty, placement, locations etc., as decided by the IARI, RS, Shimla.
- 48) Any loss, theft or damage to the life and/or property of the employees of the IARI, RS, Shimla and/or property of the IARI, RS, Shimla shall be compensated by the contractor/agency if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the personnel deployed by the contractor/agency.
- 49) In case of breach of any terms & conditions attached to this contract, the security deposit of the contracting agency will be liable to be forfeited by IARI, RS, Shimla besides annulment of the contract.
- 50) The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement which shall be executed between the IARI, RS, Shimla and successful bidder/contracting agency.

- 51) IARI, RS, Shimla reserves the right to increase or decrease the manpower i.e. security guard, security guards deployed to the organization.
- 52) The Service charges, to be quoted by the Bidders, should be inclusive of all other expenses required for the day today services (viz. transportation, lathi, torch, uniform, whistle etc.
- 53) The Service charges, to be quoted by the bidder, shall remain firm/unchanged during the entire contract and no request, on whatsoever ground, shall be considered for any increase in the service charges.
- 54) The service provider will provide a four wheeler vehicle for 24 hours patrolling within campus & residential areas.
- 55) No. of Security Guards can be increased or decreased at any point of time during contract period as per requirement.

ICAR-Indian Agricultural Research Institute, Regional Station, Shimla-171004

OFFER/BID FORM

From :-

M/s \_\_\_\_\_

Address: \_\_\_\_\_

Ph.No. \_\_\_\_\_

FAX No. \_\_\_\_\_ email \_\_\_\_\_

To

The Head,  
Indian Agricultural Research Institute,  
Regional Station, Shimla-171004

Ref: Your tender document No. \_\_\_\_\_ dated \_\_\_\_\_

Dear Sir,

Having been examined the above mentioned tender document, the receipt of which is hereby duly acknowledged, I/We, the undersigned agreeing to conditions mentioned in Annexure-II, III, IV, V to provide Security Services in conformity with the said tender documents and agree to hold this offer atleast upto 90 days from the date of last date of submission of the tender on the rate/sum as shown in the Rate Schedules, attached herewith and made part of tender document. I/we shall be bound by a communication of acceptance dispatched within the prescribed time.

I/we, hereby undertake, if our offer is accepted, I/we shall provide security services in accordance with the Service Schedule specified in the Schedule of Job Requirement after fulfilling all the applicable requirements incorporated in the above referred documents.

The following documents have been added to, and form part of this tender:

1. Scanned copy of Tender Fees
2. Scanned copy of Earnest Money Deposit(EMD)/certificate.
3. Scanned copy of Registration Certificate of the firm under Company Act. Shops & Establishment Act for this purpose.
4. Scanned copy of valid License under the Contract Labour(Regulation & Abolition) Act, 1970.
5. Scanned copy of valid license to run the business of Private Security Agency/PSARA in Himachal Pradesh/issued by the appropriate authority for providing Security Services.
6. Scanned copies of EPF and ESI Registration Certificate(s) issued by the appropriate authority.
7. Scanned copies of Income Tax(PAN), GST Registration Certificates, TIN number, with bank account details.
8. Scanned copy of valid registration certificate issued by National and Small Industries Corporation (NSIC), if applicable for exemption or EMD.
9. Scanned copy of numbers of Staff registered under ESI & EPF separately. Documentary proof of vouchers may be attached with latest ECRs, for minimum of 50 guards for last 3 months i.e. January, February and March, 2020.
10. Scanned copy copies of roofs of minimum last three year's i.e. 2017-20 continuous experience of the firm in the field of providing such service in Central Govt. establishments/autonomous bodies/corporations/reputed PSU or with details in enclosed tabular form in chronological order and scanned copies of the satisfactory services where the tender is providing the services for each of the last three or more financial years.

11. Scanned copy of proof of minimum turnover of the firm not less than Rs. One crore during each of the last three financial years(2017-20), which shall be matched/verified with work order/experience/performance certificate of covered agencies in Security Services.
12. Scanned copy of Audited Balance Sheet, profit and loss (P&L) account (one page) of the firm for last 3(three) financial years i.e. (2017-20) by the Chartered Accountant.
13. An undertaking as per attached Format duly attested by Notary on a non-judicial stamp paper of value of Rs.100/- (Rupees One Hundred Only) regarding their non-blacklisting by any of the Govt. Department, Public Sector Undertakings etc. in during the last three years. It should also indicate that there is no criminal legal suit pending or contemplated against it. It should also authorize IARI to seek references from the bidders banker.(Annexure-XI).
14. Scanned copy of valid latest Bank solvency certificate for Rs.15(Rupees Fifteen lacs). The Bank solvency certificate should not be more than three months old.
15. The agency should have a contract manager(ex-serviceman) with at least 5 years experience.
16. The firm should have an established training centre for security guards(documentary proof to be attached).
17. Power of attorney(In case of partnership firms)

Yours faithfully,

Signature of tenderer with seal

**TECHNICAL BID**

**ICAR-Indian Agricultural Research Institute, Regional Station,  
Amartara Cottage, Cart Road, Shimla-171004**

**QUESTIONNAIRE**

**CONTRACTORS SHOULD FURNISH SPECIFIC INFORMATION TO ALL THE POINTS GIVEN BELOW. IN CASE A QUESTION DOES NOT APPLY TO A CONTRACTOR, THE SAME SHOULD BE ANSWERED WITH THE REMARK "NOT APPLICABLE" CONTRACTORS MAY PLEASE NOTE THAT IF THE ANSWERS SO FURNISHED ARE NOT CLEAR AND/OR EVASIVE, THE OFFER WILL BE LIABLE TO BE IGNORED.**

<b>1</b>	<b>Name &amp; address of Agency/bidder/contractor with contact/fax No./email</b>	
<b>2</b>	<b>Whether attached all necessary documents as per eligibility qualification mentioned in Annexure-IV</b>	<b>YES/NO</b>
<b>3</b>	<b>Bank details</b>	<b>Name of Bank: Name of Account Holder: Account No.: IFSC:</b>
<b>4</b>	<b>Details of Firm representative</b>	<b>Name: Contact number:</b>
<b>5</b>	<b>Details &amp; Amount of EMD enclosed</b>	<b>Amount Rs. DD/BG/FDR No. _____ Dt. _____</b>
<b>6.</b>	<b>Whether attached all requisite Annexures in the bid document submitted</b>	<b>YES/NO</b>

It is certified that all the information provided by me in the tender document is true and correct. If any ambiguity is found at a later stage I will be solely responsible which might lead to cancellation of the Tender.

Signature of witness

Signature of Authorized person of Contractor

For and on behalf of bidder/firm

**TECHNICAL BID**

**ICAR-Indian Agricultural Research Institute, Regional Station,  
Amartara Cottage, Cart Road, Shimla-171004**

**DETAILS OF FIVE BIGGEST EXPERIENCE/SERVICE PROVIDED DURING THE LAST 03 YEARS**

S.No.	Name of Deptt./Organization with phone Nos.	Period	No. of Guards deployed	Enclose Performance Certificate issued, if any by the Deptt.	Contract value in Rs.
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
And so on					

**Signature of Authorized person of Contractor**



**FINANCIAL BID**

ICAR-Indian Agricultural Research Institute, Regional Station,  
Amartara Cottage, Cart Road, Shimla-171004

**FORMMAT OF BID/PRICE SCHEDULE (This is Sample document price should be quoted in BoQ only)**

S.No.	Component	Rates (in Rs.) lump sum (wages as notified by State/Central Govt., whichever is higher) (Current Minimum wages Central Govt. vide CLC order dated 6.05.2020)
		<b>Guard(One) without arm</b>
a	Wages per day exclusive of EPF, ESI, VDA etc.(Not to be quoted by bidder)	593/-
b	Wages per month exclusive of EPF, ESI, VDA etc. (Not to be quoted by bidder)	17790/-
c	EPF contribution(13%) (Not to be quoted by bidder) of employer	2313/-
d	ESI contribution (3.25%) (Not to be quoted by bidder) of employer	578/-
e	Service Charges	
f	GST (as applicable) (NOT to be quoted by bidder)	
g	Grand total per month one month(a+b+c+d+e)	

Note:-

1. The service charges quoted should be more than 5% on gross billing of the quoted minimum wages as per latest gazette notifications inclusive of EPF, ESI & VDA for 365 days. If it is not more than 5%, bid shall be rejected, Service charges should be quoted in percentage only (more than 5% upto two decimal point) and not in rupees or paise.
2. In case two firms quote exactly the same price, then the firm which gets higher marks in Technical qualification criteria will be awarded the contract. In case, the firm having more number of aggregate employees in the month of January, February and March(2020) as per work award in Government Departments shall be considered final number. In case the tie still persists, the Firm incorporated earlier as per registration under Companies Act/Shops & Establishment Act will be considered for awarding the contract.

Signature of the Contractor Full  
Address:-.....  
Contact No.:-.....  
e-mail/Fax.....

Seal of the Contractor

**DECLARATION TO BE SUBMITTED BY BIDDER/TENDERER**

1. I/we agree to keep the offer of this tender valid upto 90 days from the date of opening of the tender and not to modify the whole or any part of it for any reason within the above period. If I/we withdraw the tender, EMD will be forfeited to Director, IARI, New Delhi.
2. I/we hereby distinctly and expressly declare and acknowledge that before the submission of tender, we have made such examination of the tender documents and such investigation of the work required to be done, as to enable us to thoroughly understand, agreements, stipulations and restriction contained in the contracts and agree that we will not hereafter make any claims or demand to Head, IARI, Regional Station, Shimla based upon on arising out of any alleged misunderstanding or misconception or mistake on our part of the said requirement.
3. I/we shall not assign or sub-contract any portion of the contract to anyone else.
4. I/we shall not accepted, the EMD shall be returned to us on our application. If our tender is accepted, the earnest money shall be retained by the Head, IARI, RS, Shimla upto the submission of acceptance of contract award letter and 5% Security deposit.
5. If upon written intimation to us by the Head, IARI, RS, Shimla, we fail to attend the said office on the date fixed therein or we fail to deposit security deposit entered into the required agreement as defined in the terms & conditions in tender documents, then we agree to the forfeiture of the earnest money. Any notice required to be served on us hereunder shall be sufficiently if delivered to us personally or forwarded by post or left at our address given herein, such notice shall be deemed to have been served.
6. I/we agree to Indemnify and keep indemnified the first party from any claims, loss or damages that may be caused to the first party on account of my/our failure to comply with their obligations.
7. I/we, agree to discharge all the legal obligations of the employees engaged by me/us in respect of their wages and other service conditions and shall also comply with all the rules & regulations and provisions under Contract Labour(Regulations & Abolition) Act, 1970. Minimum wages Act, Workmen’s Compensation Act, EPF, ESIC & MP (Miscellaneous Provisions) Act. Industrial dispute act etc. as applicable.
8. I/we hereby agree to Indemnify and keep indemnified the first party that no Security Guard will perform double duty. In case, they are found performing double duty or remain absent from duty, a penalty of double the wages shall be recovered from my/our security bill.
9. I/we have fully understood that the written agreement to be entered between us and IARI shall be the foundation of the right so far both the parties and the contract shall not be deemed to be completed until the agreement has first been signed by us and then by the officer authorized to enter into contract on behalf of IARI.

Signature of Contractor & Seal

Address:-.....

Contact No.:-.....

**UNDERTAKING**

(To be submitted on judicial paper of Rs.100/-)

I/we have read and understood IARI's General Terms and Conditions contained in the application form. I/we do hereby declare that all the details provided in this application form are true to the best of my/our knowledge and belief and any mis-representation of facts will render me/us liable to any action as may be deemed fit by **Indian Agricultural Research Institute, Regional Station, Shimla**.

I/we do hereby also accept that IARI have the right to accept or reject this application and not to issue invitation to Tender to me/us.

I/we undertake to communicate promptly to IARI any changes in the condition or working of the firm. It is certified that we have not been blacklisted by any organization of government in the last three years. The undersigned is fully authorized to sign and submit this application form on behalf of the organization, he/she represent.

I/we authorize IARI to approach individuals, employees, firms and corporations to verify our competence and general reputation. I/we also authorize IARI to seek references from bidders banker as per the bank account details mentioned in the tender document.

I/we certify that there is not criminal suit pending or being contemplated in any court of law in India. (If there are any such cases/litigations going on currently or during last five years, please specify the parties involved and disputed amount).

Signature:-.....  
Name:-.....  
Designation:-.....  
Address:.....

Place:-.....  
Date:.....

**BANK GUARANTEE FORM FOR BID SECURITY**

To

The Head,  
ICAR-IARI, Regional Station,  
Amartara Cottage, Cart Road, Shimla-171004

Whereas.....(name and address of the supplier) herein after called “the supplier”) has taken, in pursuance of contract No..... dated.....to supply,,,,,,,,,,,,,(description of goods and services)(hereinafter called “the contract).

And whereas it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a recognized bank acceptable to you, for the sum specified therein as security for compliance with its(supplier’s) obligations in accordance with the contract.

And Whereas we have agreed to give the supplier such a bank guarantee.

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ..... (amount of the guarantee in words and figures), such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon you first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We further undertake to pay you the sum so demanded notwithstanding any dispute or disputes raised by the supplier in any suit or proceedings pending before any court or tribunal relating liability under this present being absolute and univocal.

We also hereby waive the necessity of your demanding the said amount from the supplier before presenting us with the demand.

We further agree that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the contract or to extend the time of performance by the supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the supplier and to forbear or enforce any of the terms and conditions relating to the contract and we shall not be relieved from our liability under this guarantee.

This guarantee shall be valid and shall remain in force until..... day of.....20.....(To remain valid upto 6 months after the end of contract period)

Dated the..... Day of .....20...

For.....

(name of the Bank)

Signature.....

Name of the officer.....

(In block letters)

Disignation of the officer.....

Code No.....

Name of the Bank and full address

**DRAFT SPECIMEN AGREEMENT**

This agreement is made at.....(place).....on (month/year)..... Day between Indian Agricultural Research Institute thereafter called IARI) through.....(designation of the competent authority in IARI).....which term shall include its successors, assignees etc. on the first part and .....(name and address of the firm) (hereinafter called the firm) through its (Head).....which term shall include its authorized representatives, successor, assignees etc. on the other part.

Now it is hereby agreed by and between the parties hereto as follows:-

1. This agreement shall come into force w.e.f.....(date)..... and will remain in force for a period for two years but can be terminated by IARI by giving two calendar months' notice in writing of its intentions to terminate the agreement. The agreement can be renewed, on mutually agreed terms for two or more years.
2. The firm shall be responsible for annual job/work contract for providing security services at IARI, RS, Shimla and its 3 other sites at Shimla.
3. The firm will provide full particulars of every worker deployed by it for providing the services and gate security purposes and get their character and antecedents verified from the police authorities.
4. All personnel posted at premises shall at all times and for all purposes be deemed to be employees of the firm and the IARI shall have no liability on this account in any manner.
5. That the Firm shall ensure that all persons deployed at IARI premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The IARI shall have the right to ask for the removal from its premises any personnel considered by them to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the IARI.
7. Wages to be paid to the contractual manpower will be as per Minimum wages prescribed by state or central govt. whichever is higher.
8. Monthly consolidated charges for job/work contract for providing security services at IARI, RS, Shimla is as per terms and conditions specified and scope of work as per Annexure-V in the tender document including GST as applicable will be paid to the firm by the Institute. The firm will raise a bill of this amount on 1<sup>st</sup> week of every month and the payment released by the Institute in the form of online payment to the firm subject to satisfactory performance/delivery of contracted job/work/services. Copies of documents such as deposit challan alongwith list of persons showing deposit of ESIC, EPF with the concerned agencies are also to be deposited with the bill.
9. The deduction of income tax from the bills of the agency will be made at source as per rates applicable from time to time.
10. The deduction of income tax from the bills of the agency will be made at source as per rates applicable from time to time.
11. In case of dispute between the parties, the matter shall be referred to the sole arbitrator appointed by the Director, IARI. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties. Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.
12. That the firm shall provide uniform to its Security Personnel and will issue identity card to each of the workers engaged for entry in IARI, RS, Shimla's premises.
13. That the firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.

14. That in case the firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, IARI, RS, Shimla shall cancel the contract.
15. That the firm agrees to discharge all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz., obligations under Contract labour(Regulation and Abolition) Act, 1970, Employees Compensation Act, 1923, E.P.F., E.S.I. & M.P. Act, 1952 etc. Firm agrees to indemnify and keep indemnified the IARI on account of any failure to comply with the obligations under various laws or damage to IARI due to acts/omissions of Firm.
16. It is also agreed that under no circumstances, the employees/workmen of the firm shall be treated, regarded or considered or deemed to be the employees of the IARI and the firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the IARI against any claim that it may have to meet towards the employees/workmen of the firm. Firm's employees/workmen shall have no claim to absorption/regularization.
17. The contract is subject to the conditions that the firm shall comply with all the laws and bye-laws of Central Govt./State Govt./Himachal Pradesh as applicable relating to this contract.
18. In case of any loss or damage to the property of the Institute which is attributable to the firm, the full damages will be recovered from the firm as decided by Institute.
19. The firm shall not transfer its right or sub-contract to anyone else.
20. The firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
21. The firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligence and honesty.
22. Compensation to the workers in case of any accident, loss of life during discharge of their duties shall be borne by the firm and not by Institute in any manner.
23. There may be frequent surprise checking by an Officer. Shortcomings, if any, pointed out by him shall be rectified by the contractor within 24 hours of its bringing to his notice.
24. The firm shall provide a Co-coordinator for immediate interaction with the organization.
25. All the terms and conditions as stipulated in the tender documents and shall be part of the agreement.
26. The service charges, to be quoted by the Bidders, should be inclusive of all other expenses required for the day today services(viz., Metal detector(as required), Transportation, lathi, torch, uniform, whistle, Walky-talky etc.).
27. The Service charges, to be quoted by the Bidder, shall remain firm/unchanged during the entire contract and no request, on whatsoever ground, shall be considered for any increase in the services charges.

.....  
For the bidder/contractor

.....  
For Director, IARI

Witness 1:.....

Witness2:.....

Place:

Date:.

**INTEGRITY PACT  
(Application for this Tender)**

Between

IARI, RS, Shimla, hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The Bidder/Contractor"

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its bidder/s and contractor/s.

**Section:1-Commitments of the Principal**

- a) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - 1. No employees of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for his/herself or their person, any material or immaterial benefit which he/she is not legally entitled to.
  - 2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any bidder confidential/additional information through which the bidder could obtain an advantage in relation to the tender process or the contract execution.
  - 3. The Principal will exclude from the process all known prejudiced persons.
- b) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

**Section:2-Commitments of the Bidder/Contractor**

- a) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - 1. The bidder/contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - 2. The bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - 3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the bidder/contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidders/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- b) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- c) The/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

**Section 3:- Disqualification from tender process and exclusion from future Contracts:-**

1. If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.
2. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, I particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
3. The bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
4. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
5. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
6. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract or as mentioned in Section 9-Pact Duration whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

**Section 4-Compensation for Damages:**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit/Performance Bank Guarantee.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

**Section 5:- Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Deptt. of Govt. of



India/State/Autonomous bodies/Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**Section 6:-Equal treatment of all Bidders/Contractor/Subcontractors**

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.
2. The Bidder/Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violations(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/Sub-vendors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section:7-Criminal charges against violating Bidders/Contractors/Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

**Section 8:-Pact Duration:-**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Director of the Principal.

**Section:10-Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....  
For the Bidder/Contractor

.....  
For the Principal

Witness1:-.....

Witness2:-.....

Place:

Date:-

**Proforma for disclosure of conflict of Interest**

**(To be typed on the letter head of the bidder)**

Date.....

Bid Document No.....

To

The Director,

IARI,

New Delhi

**Sub:Tender No. F.No.5-23/2020-21-Security for providing security services at IARI, RS, Shimla and its sites at Shimla for the period of 2 years extendable upto another two year.**

I/we.....(Names authorized signatory(ies). On behalf of M/s.....do hereby undertake that:-

1. It is certified that our company or any of its Directors/Partners/Employees/Affiliates or any relatives do not have any ongoing or past contractual engagement for the last one year period preceding the Bid closing Date of this Bid Document, with IARI.
2. Our company or any of its Directors/Partners/Employees/Affidavits shall abstain from taking part, directly or indirectly, in any of the tenders invited (by IARI, RS, Shimla) for any other project in IARI, RS, Shimla for similar service.
3. The Director/Partners/Employees of our company shall refrain themselves from holding any position in any other bidding company(ies) participating in the aforesaid type of tenders, or the successful bidding company (after award of the contract) and shall also refrain from entering into any business relationships or activities, which would result in a conflict of interest with such company(ies) participating I the tender/awarded the contract.
4. Our Company shall not engaged any relative of an employee/pensioner of IARI(or ICAR) for security services during the contract period.

(Authorized signatory)

Signature.....

Name.....

Designation.....