



ICAR- IARI, KRISHI VIGYAN KENDRA
Shikohpur, Gurugram Haryana- 122004

F. No. KVK/1-12/2023-Security

Dated: 23.08.2023

TENDER DOCUMENT

**Tender form/ documents for (Watch & Ward) services on contract basis at
ICAR-IARI, Krishi Vigyan Kendra, Shikohpur Gurugram Haryana – 122004**

Scope of the proposed 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.	General Conditions of Contract	Page No. 2 to 5
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3.	Technical bid-cum-Eligibility Qualification	Page No. 12
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Note: Annexure-I to VI are compulsory to be submitted along with the technical bid-cum-eligibility criteria. Also enclose all supporting documents in proof of eligibility criteria duly attested with seal of the firm.

ICAR-Indian Agricultural Research Institute
Krishi Vigyan Kendra Shikohpur Gurugram Haryana 122004
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 New Delhi (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-KVK.
- 1.1.3 “Contract” means a legal agreement entered into between the IARI-KVK 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 to be provided on contract.
- 1.1.6 “Service” means all the manpower which the Service Provider is required to provide to the IARI 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- 2.1 These General Conditions of Contract (as contained in this section) shall apply to the extent they are not superseded by provisions in other parts of the contract.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.

3. Conditions of Contract:

- 3.1 As contained in General Conditions of Contract, schedules and annexures to the tender, 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. EMD/ Security Deposit

- 4.1 The tenderer/firm has to submit Earnest Money Deposit (EMD) for **Rs. 5.70 lakh (Rs. Five Lakh Seventy Thousand only in the form** Bank’s cheque/Demand Draft in the name of the Director, IARI payable at New Delhi. The firm should send the DD/Banker’s cheque **in physical** form to the Head Krishi Vigyan Kendra Shikohpur Gurugram Haryana before closure of tender and a scanned copy of the bank instrument must be uploaded with bid.

Firms, those are registered with MSME/NSIC/Udhyam are exempted from paying EMD provided they have specifically been permitted to perform Watch & Ward work in the certificate issued by the aforesaid govt. agencies and the same has to be enclosed along with other documents at the time of submission of bid.

- 4.2 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 contract value** in the office of the IARI,KVK, Shikohpur Gurugram **valid up to six months after the date of completion of all contractual obligations.**
- 4.3 In the event of non-deposition of the same, it will be presumed that the contractor is not interested to undertake the job contract.
- 4.4 No interest will be paid for Earnest Money 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 showing transfer of salary to security guards deployed in that month.
 - vii. Bank transfer Sheet indicating the amount transferred to each Security Guard,
 - viii. EPF challan & ECRs,
 - ix. ESI challan & ECRs,
 - x. 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/ Supervisors has worked in a month, directly into their Bank Account by 10th of each month.
- 5.5. As and when the wages get revised, as per government notification, the enhanced rates shall be paid by the Institute for disbursement to the Security Guards/Supervisors.
- 5.6. The details of payments made by the firm to the guards and the details of statutory payments to the concerned organizations must be made available of the last month. (along with the bill of current month.)

6. Termination of Contract

The IARI,KVK 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,KVK. The contract can be terminated

by the IARI,KVK by giving two months notice in writing of its intention to terminate the agreement. However, the notice period may be curtailed by one month, if the public interest exigency warrants that a short notice period may be issued.

7. Liquidated damages

- 7.1. In case of any occurrence of theft incident during 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,KVK 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,KVK. 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-KVK, 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 noticed by the Competent Authority, IARI,KVK an amount of Rs. 1,000/- 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-KVK and if no action is taken within **Four hours** liquidated damages clause will be invoked.
- 7.3. Not 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-KVK 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 Institute/KVK.) 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 Security in charge of the IARI,KVK.
- 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, KVK, Shikohpur Gurugram or do anything which may cause unnecessary disturbance or inconvenience to IARI,KVK staff on duty.

9. Resolution of disputes

- 9.1. Decision of the Director 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 IARI,KVK 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 IARI,KVK or Contractor/Service Provider may give notice to the

other party of its intent to commence arbitration, as hereinafter provided, as to the matter in dispute, and no 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 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 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 word '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 Labor (Registration & Abolition) Act, 1970

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

12. VISIT TO IARI,KVK

The bidder is required to provide securities services to this IARI,KVK and its campus and is advised to visit all sites 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 IARI,KVK and is aware of the operational conditions prior to the submission of the tender documents.

13. DURATION OF CONTRACT

Contract will be initially awarded **for a period of 01 year** which may be extended for a further period of one or more years' subject to satisfactory performance of work and mutual consent, as per the same terms & conditions enumerated in this tender document without any extra financial liability

DETAILS OF TERMS & CONDITIONS FOR THE SECURITY SERVICES.

- 1) The firms who are desirous to participate in the tender may please ensure that they have minimum 50 (fifty) guards on their roll for the last 3 months on regular basis. The firm has to submit ESI/EPF challan along with Employees' Contribution Record (ECR) of EPF for the last 3 months, in support of the their claim.
- 2) Security Guards//Supervisors to be deployed should be within the age group of 20 to 60 yrs. with robust health & clean police record.
- 3) The manpower deployed shall be capable of reading and writing Hindi and English with minimum qualification of matriculation or equivalent for Security guards. The Guards shall be minimum matriculate.
- 4) The watch & ward shall be round the clock and all 7 days of the week and can be changed as per requirement of the first party from time to time.
- 5) There shall be no change in deployment of the Security Guards, without prior intimation to IARI,KVK and firm will not remove the Security Guards without permission of ICAR-IARI,KVK New Delhi to prevent exploitation of Security Guards by contractor.
- 6) That the Firm shall ensure that all persons deployed at IARI,KVK Shikohpur premises comply to all the T&C of the bid document (initially *Male guards*- 15 are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
- 7) The administrative charges/agency commission must at least be @ **3.85% (3% profit plus transaction charges, which are 0.85% at present (Ref. DOPT Office Memorandum no. 6/1/2023-PPD dated 6.1.2023 copy enclosed)** which includes minimum wages (applicable to Central Govt. as amended from time to time) all tax liabilities and EPF contribution, ESI contribution and any other statutory provisions and liabilities are to be discharges by the agency.
- 8) IARI,KVK will not provide the uniforms, whistle, torch, lathi, umbrella, raincoat, etc. to the Security Guards/Supervisors. 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.
- 9) The selected agency shall provide efficient personnel only for Security Services at IARI,KVK 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 police 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,KVK the KVK 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.
- 10) 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.
- 11) The Agency will provide Telephone number for 24x7 for contact. The agency shall provide Communication Facilities (mobile phones) Lathi, torch, uniform, whistle (to all the security personnels).

- 12) The Contractor shall not sub-let or further assign the contract to any other firm/contractor.
- 13) The IARI,KVK will not provide any residential accommodation to the security staff.
- 14) No Security Guards will perform double duty at IARI,KVK. In case, they are found performing double duty, a penalty of double the wages of per day, shall be recovered from the Contractor's bill. Any exploitation of Security Guards/Supervisors deployed at IARI,KVK 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.
- 15) 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 Guards/Supervisors as per the contract or if there is lapse/negligence in executing security work and operation, or in event of negligence of any worker, the Director will be at liberty to initiate such action, as deemed fit, to overcome the afore mentioned lapses or negligence, and the same would be done at the cost of the Contractor without any notice and remuneration for the period.
- 16) There may be frequent surprise checking by an Officer. Shortcomings, if any, pointed out by him shall be rectified by the contractor within 48 hours of its bringing to the firm's notice.
- 17) The firm shall provide a Co-Ordinator/intermediary for immediate interaction with the IARI,KVK who shall attend to the call on priority basis.
- 18) The firm shall devote its full attention to ensure highest quality of service in all aspects and discharge its obligations under the contract with trust, prudence diligence and honesty.
- 19) In case, any deployed person of the contractor suffers any type of injury while performing any duty, the contractor will be wholly and solely responsible to meet the claims made by such Security Guards for medical expenditure and or expenditure incurred for rehabilitation and IARI,KVK would have no liability towards damages claimed by such Security Guards.
- 20) The service provider agency shall be solely responsible for the redressal of grievances/resolution of dispute related to personnel deployed and IARI,KVK shall in no way be responsible for settlement of such issues whatsoever.
- 21) The personnel so provided by the agency/contractor under this contract will not be treated as employees of the IARI/KVK and there will be no employer-employee relationship between the IARI/KVK and the personnel so provided.
- 22) 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 Director, IARI reserves 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.

23) The contractor will ensure that all the deployed personnel are physically fit and free from disease, injury contagious illness and otherwise capable to discharge the duties. The Director, IARI reserves 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.

24) The contractor will make the **payment of wages on his own to the engaged Security personnel by 10th day of each month for the concerned month, positively, irrespective of any condition to the deployed personnel through their bank account only and submit the claim with following documents. Non-payment of wages to the personnel by the due date shall tantamount to breach of Terms and Conditions of the Tender/agreement and thus the firm shall be liable to penalty. :**

- a. Covering letter
- b. Monthly bill incl detailed bifurcation of number of deployed manpower.
- c. List of Security Guards/ deployed during the month.
- d. GST invoice.
- e. Wage Register incl all in token of wage payment duly signed by individual beneficiaries (for that particular month) and mentioning all the breakups of the pay of the employee.
- f. Register of Attendance (for that particular month).
- g. Register of loans/recoveries (for that particular month).
- h. Copy of bank statement i.e e-payment details of individual beneficiaries in their bank accounts duly verified from bank.
- i. EPF payment challan & Electronic Challan Receipt (ECRs) (of previous month).
- j. ESI payment challan & Electronic Challan Receipt (ECRs) (of previous month)
- k. GST challan payment receipt.

The office will release the payment generally within 15-30 days from date of receipt of bill in office in proper format & correct in all respect on reimbursement basis. EPF/ESI contribution of the concerned employee will be deducted from the wages as per statutory norms by the firm. Firm will maintain the record of wages paid, attendance, EPF, ESI and GST and deposited by firm with respective authorities 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 authority..

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) In case of concealment of any information/fact while submitting tender for security work 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 IARI/KVK. The enhanced rates in wages from time to time by the Govt. shall be paid to the Agency by the Institute for disbursement to the Security Guards/Supervisors.

27) Successful Bidder/tenderer will have to enter into a detailed contract agreement with IARI,KVK on non- judicial stamp paper of Rs. 100/- (One hundred only) for work before the start of contract.

28) Director, IARI reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the IARI,KVK, for any justifiable reasons and it is not mandatory to be communicated to the tenderer.

- 29) The IARI in its capacity as Principal Employer reserves the right to modify any of the terms and conditions of the contract at its discretion, only in the interest of IARI, KVK security/job work and not for anybody's whims or fancies.
- 30) The manpower provided shall maintain secrecy and discipline in the premises of IARI, KVK. The attire of the manpower should be formal and decent and not in violation of office decorum. Any deviation will be viewed seriously and liable to penalty as deemed fit by the IARI-KVK.
- 31) The Contractor shall keep a complaint register with his representative, and it shall be open to verification by the authorized officer of IARI-KVK 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-KVK because of conflict of interest, incompetence, improper conduct etc. upon receiving a notice from IARI-KVK within seven (7) days. No association/trade union activities will be allowed by the manpower supplied by the agency.
- 34) 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.
- 35) The agreement is terminable with one month notice from IARI-KVK. 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, Firm's employees/workmen shall have no claim to absorption/regularization.
- 37) That the firm agrees to discharge all their legal obligations in respect of their workers, 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 labor (Regulation & Abolition) Act, 1970; Minimum Wages Act, 1948; Employees Compensation Act, 1923; E.P.F., E.S.I. & M.P. Act, 1952 as well as applicability of the newly established **4 labour codes viz- the Code on Wages; Industrial Relations Code; Social Security Code and the Occupational Safety, Health and Working Conditions Code** all other obligation that is being instructed in such cases and are not essentially enumerated and defined herein.
- 38) The manpower deployed by the Agency should work as per the working days and timings of the IARI-KVK. No extra wages will be paid for attending office on weekends, holidays and late staying.
- 39) Under THE EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952, the firm will ensure that EPF amount must be credited to the provident fund account of the security personnel during the engaged period. While submitting the bills, the detailed copy of challan must be furnished. It may also be ensured that the benefit of ESI must also be provided to engaged watch & ward.

Employee-wise subscription of engaged/deployed staff must be provided together with invoice. Individual NEFT bank details of employees must be furnished along with bill.

- 40) 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-KVK. That in case service provider fails to make any statutory or contractual payment, then the IARI/KVK shall have the right to realize this amount from the Security deposit/bills pending for reimbursement of the Contractor.
- 41) The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/deployed by him submitting their full particulars along with their full address, Passport size photographs, aadhar card, police verification from Police Stations within one month from the date of award of contract.
- 42) The Aadhar card detail together with I'd Card of deployed guards must be ensured by the employer. It will be the responsibility of the firm to ensure that the Aadhar Card of the concerned security personnel is linked to his/her bank account.
- 43) ***Liquidated damages- For late payment of wages to Watch & Ward manpower deployed by the firm during the period, L.D @ 0.5% per week will be deducted from that month's Watch & Ward bill to which the late payment of wages is concerned.***
- 44) Not with-standing anything above, the Director, IARI reserves the right to levy liquidated damages in case of any unsatisfactory performance, as deemed fit which is not covered under any of the above clause.
- 45) In case of dispute between the parties, the matter shall be referred to the sole arbitrator appointed by 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.
- 46) The contractor shall indemnify and keep indemnified the INSTITUTE from any claims, 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.
- 47) The manpower should not leave their points unless and until the reliever comes. All the registers shall be kept/maintained with Security In-charge, IARI-KVK. 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 In-charge and In-charge of the Buildings and they shall not leave their place of duty without the prior permission of the Security In-charge of the IARI-KVK.
- 48) **Risk Clause:** IARI/KVK reserves 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.
- 49) The personnel provided shall be under the direct control and supervision of the contractor/agency. However, they shall comply with the instructions given on day to day basis, by the officer(s) authorized by IARI-KVK/Security In-charge from time to time. They will be bound by appropriate/deployment timings, duty, placement, locations etc., as decided by the IARI-KVK

- 50) Any loss, theft or damage to the life and/or property of the employees of the IARI-KVK and/or property of the IARI-KVK 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.
- 51) 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.
- 52) In case of breach of any terms and conditions attached to this contract, the security deposit of the contracting agency will be liable to be forfeited by the INSTITUTE besides annulment of the contract.
- 53) The Service charges as quoted by bidder during bidding process on GeM portal and finalized on work order shall remain unchanged/unaltered during the entire duration of contract and no request, on whatsoever ground, shall be considered for any increase in the service charges.
- 54) The Number of security manpower deployed may likely to be increased or decreased as per requirement (subject to a maximum of 25% of initial deployment)..
- 55) Wages to be paid to the contractual manpower will be as per Minimum Wages under the Minimum Wages Act 1948, prescribed by state or central govt. whichever is higher.
- 56) In case of any legal disputes, jurisdiction will be at the courts located in Gurugram/New Delhi only.
- 57) 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-KVK shall take necessary action to maintain essential service which includes cancellation of the contract also.

NB: - Tenderers are advised for their own interest to indicate page number of each paper of their tender documents/bid and accordingly indicate in the technical bid-cum-eligibility criteria. If any tenderer fails to indicate page nos. and while evaluation of bid, document is not found available in the bid, the tender will be rejected straightway.

Submission of false and misleading information in the tender will lead to rejection of tender.

Annexure-I to VI are compulsory to be submitted along with the technical bid-cum-eligibility criteria. Also enclose all supporting documents in proof of edibility criteria duly attested with seal of the firm.

TECHNICAL BID-CUM-ELIGIBILITY CRITERIA

Name of firm:-

MANDATORY PRE-REQUISITE/REQUIREMENT FOR QUALIFICATION OF THE SERVICE CONTRACT	Documents submitted (Yes/No)	Page No.
1. Have you submitted Scanned copy of Bank instruments as Earnest Money Deposit (EMD) for Rs. 15.00 lakh (Rs. Fifteen Lakhs only) . (Original has to be submitted at IARI-KVK Shikohpur Gurugram office before closure of tender)		
2. Have you submitted the scanned copy of currently valid License under the Contract Labour (Registration & Abolition) Act, 1970.		
3. Have you submitted the scanned copies of Valid EPF and ESI Registration Certificate (s) issued by the appropriate authority?		
4. Have you submitted the scanned copy of proof of minimum turnover of the firm not less than Rs. 5.00 crore (Rs. Two Crore Only) during each of the last three financial years (2020-21, 2021-22 & 2022-23 Verified by Chartered Accountant).		
5. Have you submitted the scanned copies of (PAN), GST Registration Certificates, Income Tax Return (ITR) of previous 3 years (FY? 2020-21, 2021-22 & 2022-23) and bank account details.		
6. Have you submitted the scanned copy of Audited Balance Sheet & Profit & loss (P&L) account (one page each) of the firm for last 3 (three) financial years i.e., 2020-21, 2021-22 & 2022-23 by the Chartered Accountant? Unnecessary documents need not to be uploaded.		
7. Have you submitted proof of having employed minimum 50 guards with your firm. If so, please also attach copy of EPF/ESI challan for the last 3 months along with the Employees' Contribution Record (ECR) of EPF, in support thereof.		
8. Have you submitted an undertaking on a non-judicial stamp paper of value of Rs. 100/- regarding their non blacklisting in any Govt. agency/Public Sector Agencies/autonomous/ semi-government organization. (<i>Self declaration by firm will not be treated as valid for this clause</i>)		
9. Have you submitted the scanned copy of latest valid Bank solvency certificate for Rs.1.00 Crore issued in favor of IARI? The Bank solvency certificate must not be older than the date of floating of tender on GeM portal.		
10. Have you submitted the copy of valid license to run the business of Private Security Agency/PASARA in Haryana issued by the appropriate authority for providing Security Services?		
11. Have you submitted the ISO Certificate 18788:2015 for firms/organizations contracting security operations?		
12. Have you submitted the ISO 45001 along with Occupational Health and Safety Management system		
13. Undertaking indicating that there is no criminal legal suit pending as per annexure I.		
14. Documentary proof of training center for security guards.		
15. Have you submitted the integrity pact as per annexure-II.		
16. Have you submitted the declaration by bidder/tenderer as per annexure-III.		
17. Have you submitted the certificate in the prescribed format from at least 3 previous employers? about satisfactory services provided by you as per annexure-VI.		
18. Documentary proof of registered office at Dist. Gurugram.		

I/We certify that the information provided above is true and documents furnished in support thereof are genuine. At any stage any of the above statement found to be false, our tender may be rejected straightway besides initiating other administrative/legal action for submitting false information/documents. I/We, further undertake that I/We shall abide with Terms and Conditions of the tender/Contract and the decision of the Director, I.A.R.I., New Delhi as well.

Date:

Signature of the tenderer with date and firms' seal

**ICAR-Indian Agricultural Research Institute
Krishi Vigyan Kendra, Shikohpur Gurugram HR**

SCHEDULE OF JOB REQUIREMENT

Pocket	Brief Details/Description of Security Services
1	Providing Security services (Watch & Ward) round the clock at Main Gate, All field of main road side, Kinoo Orchards
2	Providing Security services (Watch & Ward) round the clock at Office Building, , Bio control Lab and value addition lab, Farmers Training Hall, Shed of Vehicle and farm equipment
3	Providing Security services (Watch & Ward) round the clock of Vegetable unit, Aonla orchards, Kisan guest house, Store Room, scientist guest house, Generator .
4	Providing Security services (Watch & Ward) round the clock of Horticulture unit, mushroom unit, net houses bell orchards , Mango orchard and field
5	Providing Security services (Watch & Ward) round the clock of Dairy unit, Goat unit, staff quarters, back side field

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 assets 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 Security Guards. There should not be any overlapping of duties of any shift/point. No 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-KVK grounds and facilities by outsiders, neighboring villages and thus, prevent tress-passing.
- 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 Vehicles:

- 2.1. To check entry of all vehicles and permit entry of authorized vehicles.
- 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-KVK.
- 2.3. To regulate incoming and outgoing traffic at the gate and ensure that no vehicle is parked in front of the gates. Also ensure parking of authorized vehicles only at designated parking area.

3. Fire-fighting Measures

- 3.1. To conduct fire safety drills and mock rehearsals monthly and submit report to In-charge, Security
- 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 IARI-KVK' 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 the 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. 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-KVK
- 4.10. The Security Guard shall immediately inform the Incharge Security, IARI-KVK regarding any unclaimed material /article found in the premises.

5. The required number of Security personal is as follows: -

Category	Number of Security personnel*
Guards	15

*Number of Security personnel required may increase or decrease depending on the requirement

6. The present rates are under minimum wages act are as under., however these rates are subject to change as per the notification from G.O.I./Delhi Government from time to time. The firm has only to quote agency commission in r/o providing of above manpower separately.

BOQ pertaining to watch & ward security services at IARI-KVK, Shikohpur Gurugram

Present Rates prescribed under Minimum Wages Act, 1948.

Description of guards	With Arms/Without Arms	Basic Rate	V.D.A. per day	Total**
Guards	Without arms	Rs. 637/-	Rs. 260/-	Rs. 897/-

**** minimum wages as on 01-04.2023, to be revised from time to time as notified by CLC.**

NB:- The financial bid will be submitted online by the firms. Financial bids of only technically qualified firms will be considered.

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

I/We have read and understood IARI-KVK'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.

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-KVK any changes in the condition or working of the firm. It is certified that we have not been blacklisted by any organization of government on date of submission of the bid. The undersigned is fully authorized to sign and submit this application form on behalf of the organization, he/she represent.

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

I/We certify that there is no 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.)

Authorised signatory

Signature:.....

Name:.....

Designation:.....

Address:.....

Place:.....

Date:.....

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

Between

IARI, Krishi Vigyan Kendra Shikohpur, 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 employee 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 him/herself or third 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 Bidder/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 Bidder/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, in 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 3years.

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 Bidder from 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 Dept. 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 violation(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. Gurugram. 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

Witness 1:.....

Witness 2:.....

Place.

Date .

DECLARATION TO BE SUBMITTED BY BIDDER/TENDERER

1. I/We agree to keep the offer of this tender valid upto 180 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 Director, IARI, New Delhi based upon 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. If our tender is not accepted, the EMD shall be returned to us on our application. If our tender is accepted, the earnest money shall be retained by Director, IARI, New Delhi upto the submission of acceptance of contract award letter and **5% Security deposit**.
5. If upon written intimation to us by the Director, IARI, New Delhi, 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 Guards/Gunman/Supervisor 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 rights of 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: _____

ContactNo.: _____

Proforma for Disclosure of Conflict of Interest.

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

Date

Bid Document No.....

To,

The Head,
IARI,KVK
Shikohpur Gurugram
Haryana 122004

Sub: Tender No. F.No. KVK/1-12/2023-Security/ for Providing security services at IARI, Krishi Vigyan Kendra Shikohpur Gurugram Haryana for the period of 1 year and extendable more years after satisfactory performance.

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,KVK.
2. Our company or any of its Directors/ Partners/ Employees/ Affiliates shall abstain from taking part, directly or indirectly, in any of the tenders invited (by IARI-KVK),for any other project in IARI-KVK for similar service.
3. The Director/ Partners/ Employees of our company shall refrain themselves from holding any position in any of the 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 in the tender/awarded the contract.
4. Our Company shall not engaged any relative of an employee/pensioner of IARI-KVK (or ICAR) for security services during the contract period.

(Authorised signatory)

Signature:.....

Name:.....

Designation:.....

BANK GUARANTEE FORM

To

The Director
ICAR-Indian Agricultural Research Institute,
Pusa, New Delhi

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 your 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 of20..... (To remain valid upto6 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)
Designation of the officer Code No Name of the Bank and full address

CERTIFICATE OF PAST SERVICES

Name of the Issuing Authority _____
Designation _____
Name of Office with full address _____
Phone No _____
Email ID _____

The Director
ICAR-Indian Agricultural Research Institute
New Delhi – 110 012

I being the Authority Competent to certify that M/s _____
has rendered Watch & Ward (Security) services at this Department/Organization from
_____ to _____ and had provided satisfactory services during the
aforesaid period. There have been no complaint/lapses on its part during the ARC.

Signature with stamp

- Note 1: The officer signing the certificate may please ensure before signing that he/she is competent to sign the certificate.
- Note 2: Certificate not provided by the firm in the prescribed format will not be entertained while evaluating the technical bid and the bid will be rejected straightway.