



भा.कृ.अनु.प.- राष्ट्रीय कृषि कीट संसाधन ब्यूरो
ICAR - NATIONAL BUREAU OF AGRICULTURAL INSECT RESOURCES
(भारतीय कृषि अनुसंधान परिषद)
(Indian Council of Agricultural Research)



डाक पेटिका संख्या 2491, हे. कृ. फार्म डाकघर, बल्लारी रोड, बेंगलुरु - ५६००२४, भारत
P. B. No. 2491, H. A. Farm Post, Ballari Road, Hebbal, Bengaluru - 560 024, India
Phone: 080.23511998 Fax: 080.23411961 Website: <http://www.nbairec.in> Email: nbairec@icar.gov.in

E-Tender Notice No. F. No. NBAIR/14-8/2018-19 dated. 17.09.2018

1. Name of Contract : Annual Rate Contract for Security (Watch & Ward) Services
2. Name of Bureau : The Director, ICAR-NBAIR, Bengaluru-560024
3. Address of Bureau : ICAR-National Bureau of Agricultural Insect Resources, P. B. No. 2491, H. A. Farm Post, Ballari Road, Hebbal, Bengaluru - 560024.
Phone: 080-23511998 Email: nbairec@icar.gov.in
4. Language of the Tender : English
5. Bid Security
 - a) EMD : ₹1,00,000/- (Rupees One Lakh only)
 - b) Performance Security : ₹2,50,000/- (Rupees Two lakh fifty thousand only)
6. Validity of Tender : 180 days from the date of opening of bids
7. Last date & Time for Submission of
Online bidding document : **10.10.2018** at 10.00 hrs (IST).
8. Date & Time of opening of
Technical bids : **11.10.2018** at 11.00 hrs (IST)
9. Date & Time of opening of
Financial bids : Will be intimated at later date.

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E-TENDER NOTICE
F. No. NBAIR/14-8/2018-19



भा.कृ.अनु.प.- राष्ट्रीय कृषि कीट संसाधन ब्यूरो
ICAR - NATIONAL BUREAU OF AGRICULTURAL INSECT RESOURCES
(भारतीय कृषि अनुसंधान परिषद)



(Indian Council of Agricultural Research)
डाक पेटिका संख्या 2491, हे. कृ. फार्म डाकघर, बल्लारी रोड, बेंगलुरु - ५६००२४, भारत
P. B. No. 2491, H. A. Farm Post, Ballari Road, Hebbal, Bengaluru - 560 024, India
Phone: 080-23511998; Fax: 080-23411961; Website: <http://www.nbair.res.in>; Email: nbair@icar.gov.in

E-Tender Notice No. F.NO.NBAIR/14-8/2018-19 dated 17.09.2018

Tender for Annual Rate Contract for Security (Watch & Ward) Services

1. The Director, ICAR-NBAIR invites online (two cover-technical & financial) bids at <https://eprocure.gov.in/eprocure/app> from eligible bidders for

S. No.	Description
1.	The job/work contract for providing security/surveillance service at NBAIR, Hebbal & NBAIR Research Farm, Attur, Yelahanka, Bengaluru on annual rate contract basis

2. Interested eligible bidders may obtain further information / clarification, if required, from the above office during working hours and from the websites mentioned hereunder.
3. Tender documents can be downloaded from Website (1) <http://www.nbair.res.in> (2) <https://eprocure.gov.in/eprocure/app>. The document shall be available on these websites w.e.f. 17.09.2018.
4. Date of Publication of Tender documents : **17.09.2018** at 17.00 hrs (IST) on CPP Portal
5. Last date & Time for Submission of Online bidding document : **10.10.2018** at 10.00 hrs (IST)
6. Date & Time of opening of technical bids : **11.10.2018** at 11.00 hrs (IST)
7. Date & Time of opening of financial bids : Will be intimated at later date
8. Place of opening of bids : ICAR-National Bureau of Agricultural Insect Resources, P. B. No. 2491, H. A. Farm Post, Ballari Road, Hebbal, Bengaluru-24
9. Address for Correspondence : ICAR-National Bureau of Agricultural Insect Resources, P. B. No. 2491, H. A. Farm Post, Ballari Road, Hebbal, Bengaluru-24
10. All bids must be accompanied with Bid Security (EMD) of ₹2,50,000/- in favour of ICAR Unit A/c NBAIR payable at Bengaluru in the form of Demand Draft.
11. The Bidders who do not deposit Bid Security in prescribed manner, their bids will be summarily rejected.
12. In the event of the date mentioned above under Sl.No.6 declared as closed holiday for Bureau's office, the bid opening date will be the next working day at the appointed time.

13. The Director, ICAR-NBAIR, reserves the right to accept or reject any or all tenders without assigning any reasons thereof.
14. Online Bids are received only on CPP Portal website <https://eprocure.gov.in/eprocure/app>. The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.

IMPORTANT NOTE:

- 1) Tender documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders/ Agencies who have not enrolled/registered in e-procurement should enroll/register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at Annexure-A regarding 'Instructions for online Bid Submission'.
- 2) Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <https://eprocure.gov.in/eprocure/app>.
- 3) Tenders and supporting documents should be uploaded through e-procurement. Hard copy of the tender documents will not be accepted.

Administrative Officer
ICAR-NBAIR, Bengaluru

INSTRUCTION TO TENDERERS

From
The Director (**Herein after called "1st Party"**)
National Bureau of Agricultural Insect Resources
[Formerly NBAII]
P.B.No.2491, H. A. Farm Post,
Ballari Road, Hebbal,
Bengaluru – 560 024

All communications must be addressed to the Officer name above by TITLE only and not by name.

Dear Sir,

On behalf of the 1st party (Name in the schedule attached to the Tender form enclosed), I invite you to tender for providing rate for security personnel detailed in the schedule attached to the tender. The condition of contract which will govern any contract made are those contained in the general conditions of contract applicable to the contracts placed by Indian Council of Agricultural Research and Research Institutes under it and the special conditions detailed in the tender form (and those attached herewith). If you are in a position to quote in accordance with the requirements stated in the attached schedule, please submit your tender to this office on the prescribed tender form attached. The tenders should be submitted (through <https://eprocure.gov.in/eprocure/app>) online only".

LOCATION: [I] NBAIR, Hebbal Providing security of job/ service contract basis for all the building and properties located at the Main building, Molecular Entomology, Insect Systematics and Nematology laboratories, Mass Product Lab, Trainers' & Trainee's hostels, Quarantine Building and miscellaneous buildings located within the campus of NBAIR located at Hebbal, Bengaluru.

LOCATION: [II] NBAIR Research Farm located next Puravankara Venezia Apartment, Major Sandeep Unnikrishnan Road, Attur, Yelahanka-with total area of 21 acres with the compound wall on roadside and barbed wire fence on three sides. The security agency has to provide security cover against pilferage of farm products theft of materials belonging to NBAIR and all buildings and properties located in the Main building, laboratories, farm and vehicles like power tiller, tractors, tailor drawn implements and other accessories and laboratory equipments, fence materials like iron angles and barbed wire and such other materials and properties belonging to NBAIR.

Materials like bore well, irrigation pump sets, farm produce and farm inputs, electrical pumps, street lights etc and laboratory equipments should also form a part of agreement for which security agency has to arrange for flash lights and other lights necessary for the carrying out their security works.

1. The job / service contract should be quoted for the job per month.
2. The persons so provided by the agency under this contract will not be the employee of the Institute and there will be no employer-employee relationship between the Institute and the person so engaged by the Contractor in the aforesaid services.
3. A clear contractual agreement should be entered into between the ICAR-NBAIR and the private agency for the purpose of Security Job/ Services on non judicial stamp paper of appropriate value as per the rate prevalent in Karnataka in the prescribed format.
4. The Security surveillance has to be provided for a period of one year and extendable by one more year, under the same terms and conditions if the services are found to be satisfactory and at the discretion of the Director, ICAR-NBAIR. However the Director reserves the right to cancel the

services without assigning any reasons during anytime of the contract period.

5. Tenders should be submitted along the **Bid Security** (Earnest Money Deposit) of **₹1,00,000/- (Rupees One lakh only)** (interest free) for the above contract, by way of Demand Draft drawn in favour of ICAR UNIT A/c, NBAIR payable at Bengaluru. Tenders without EMD will be liable to be forfeited or if the tenderer withdraws or amends impairs or derogates the tender in any respect within the period of validity of this tender. No request for transfer of any previous deposit of earnest money will be entertained. It is understood that the Tender document has been issued to the tenderer and the tenderer is being permitted to tender in consideration of the stipulation on the part that after submitting his tender, he will not reside from his offer or modify the terms and conditions thereof or withdraw before 180 days from the date of opening of tender or after acceptance. Should the tenderer fail to observe and comply with the foregoing stipulation, the aforesaid amount will be forfeited to the INDIAN COUNCIL OF AGRICULTURAL RESEARCH. The earnest money should not on any account fall short of the amount actually required.
6. **PERFORMANCE SECURITY DEPOSIT:** The successful tenderer will have to deposit security deposit of an amount of ₹2.5 lakhs by Bank Guarantee/Demand Draft drawn in favour of **ICAR UNIT A/C, NBAIR, Bengaluru.** Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor including EPF/ESI dues (if any) obligations. Bid security will be refunded to the successful bidder on receipt of Performance Security.
7. **PREPARATION OF TENDER**
 - a. The schedule to the tender form should be uploaded intact whether you are quoting or not. Pages should not be removed/deleted. The tenders which are not being tendered for the correspondence space should be defaced by some words such as 'NOT QUOTING'.
 - b. In the event of space of the schedule form being insufficient for the required purpose, Other Important Document(OID) may be added. Each such additional page must be numbered consecutively, bearing the Tender number and be fully signed by you. In such cases reference to the additional pages must be made in the tender form.
 - c. No addition and alteration shall be made in the tender form. Overwriting is also not permissible in the tender form. All corrections in the tender form should be neatly crossed and correct figures and words written and attested by the tenderer before signing and submitting tender.

8. SIGNING TENDER

- I. The tender is liable to be ignored if complete information is not given therein or if the particulars and date (if any) asked for in the schedule to the tender are not fully filled in. Specific attention must be paid to the conditions of the contract as the contract entered into would be governed by them.
- II. Individual signing the tender or other documents connected with the contract must specify, whether he signs as:
 - a) A sole proprietor of the firm or constituted attorney of such sole proprietor:
 - b) A partner of the firm if it be a partnership, in which case he must have authority to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney.
 - c) Constituted attorney of the firm if it is company.
- III. **All pages of tender document must be signed with seal of the firm**

N.B.:

- i) In case of (II) a copy of the partnership agreement or general power of attorney, in either case attested by a Notary Public, should be furnished unless the same has been previously furnished

to ICAR-NBAIR, or affidavit on stamped paper of all the partners admitting execution of the partnership agreement of the general power of attorney should be furnished.

- ii) 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 and all other related documents must be signed by every partner of the firm.
- iii) A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that the authority to bind such other and it, on enquiry it appears that the person so signing had no authority to do so the 1st party may, without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages.

9. INSTRUCTIONS TO BE NOTED

- i. The tenderer must quote clearly the terms and conditions for providing Security personnel.
- ii. Conditions of contract as contained in special general conditions of contract and schedule and annexure to the tender attached herewith.
- iii. Tenderers are bound to accept order for additional period at the rates quoted only if order is placed on them within six months from the date of issue of acceptance of tender.
- iv. **Evaluation would be done on total sum quoted but break-up should be given by the bidder's area wise as provided in BOQ.**
- v. Note: Tenders not containing the above particulars are liable to be ignored.
- vi. TDS will be made as per Income Tax Rules in force from time to time.
- vii. **JURISDICTION:** all questions, disputes or differences under, or in connection with the contract, if concluded shall be subject to the exclusive jurisdiction of the court within the local limits of Bengaluru.
- viii. **A copy of notification issued from the Office of the Chief Labour Commissioner(C) vide letter No. 1/10(6)/2018-LS-II dated 03.04.2018 is also enclosed for ready reference and the same may be kept in mind while quoting the rates. However, any modification made in future from time to time for the VDA will be applicable as and when it is necessitated with the approval of the Competent Authority of this Bureau.**

SIGNATURE OF THE TENDERER

TERMS AND CONDITIONS

1. Introduction:-

This invitation of tender is for providing security/surveillance service at NBAIR, Hebbal & NBAIR Research Farm, Attur, Yelahanka, Bengaluru.

2. Amendment of tender documents:-

- (a) At any time prior to the last date of submission of tenders, the Bureau, for any reason may modify the tender document by suitable amendment(s).
- (b) In order to allow prospective Bidders reasonable time to take the amendment(s) into account in preparing their Bid documents, the Bureau, at its discretion, may extend the last date of submission of the Bid documents.

3. Documents comprising the bid:-

The bids prepared by the Bidder shall comprise the following components: -

Submission of bids:

a. Part A: -Technical & Commercial bid: -

The invitation for tender is open to manpower/security agencies having at least five years experience in providing security services contract. The following documents must be submitted failing which the tender will invariably be rejected.

- i. Security Agency should have executed security contract for ₹72.00 lakhs and above per year in the last five years period (to the effect documentary evidence viz. work orders with clear mention of contract value is to be submitted)
- ii. The total amount quoted in BOQ covers all the provisions of the statutes and also regarding minimum wages (Self-Certificate to this effect should be enclosed) -YES/NO
- ii. Client list
- iii. Copies of work orders and satisfactory service certificate for not less than five Govt. (Central/State) organizations of our size (not less than 12 security personnel) in each case should be enclosed.
- iv. Turnover of the firm having atleast ₹72.00 lakhs per annum and above for last 5 Financial years along with certified copy of audited document by bonafide CA supported by ITR of last 5 financial years including Profit & Loss Statement.
- v. No. of at least 50 security personnel on roll evidenced by statement of depositing ESI/EPF for any consecutive 3 months of Financial Year 2017-18.
- vi. Copy of ISO certificate, if available (Not mandatory).
- vii. Copy of valid license under Private Security engage in the business of Private Security Agency issued by the Police Department, Govt. of Karnataka should be attached.
- viii. Scanned copy of duly signed Tender Acceptance letter.

b. Part B: Price Bid:

- i. Price should be quoted as per the attached BOQ, failing which the bid will be disqualified.
- ii. For individual item bidding should be for the full quantity. Bidding for part quantity will be disqualified.
- iii. Bidding multiple rates for one item will disqualify the bid.
- iv. Conditional bid will be treated as non-responsive.

4. *Round the clock fool proof security has to be provided by deploying the security personnel as per annexure –B along with provision for reliever and for that the Institute shall provide full freedom to the firm and cooperation. For all loses, the agency will be held responsible. However, before submitting the tender, the firms/ agencies are requested to inspect the NBAIR- campus Farm Area at Yelabanka and assess the security requirements and problems / threats in providing fool proof security coverage. For campus visit firms may contact Shri.R.Narayanappa, Incharge Estate, NBAIR. His mobile: 9964315320 during the office hours from 10.00am to 5.00pm. As the agencies have to ensure ruling DGR rates and benefits, while quoting service charges, the firms / agencies are advised to take due care. The service charges as per DGR (14%) will not be considered as it is applicable only in respect of DGR sponsored security arrangements. But not in case of open tender like the present case.*
5. The firm shall make provision for prevailing DGR rates in respect of basic wages + VDA, ESIC, EPF, HRA, Uniform washing, Bonus etc., and quote for competitive Service Charge, GST etc. The Institute will not bear any extra charges on any account during the period of contract over and above the provision made in DGR wage structure. But as and when the VDA is revised by DGR, the same will be considered by the Competent Authority.
6. The tenderer shall have to execute an agreement with NBAIR on a non-judicial stamp paper of ₹200/- immediately on accepting the award of contract as per the terms and conditions stipulated in the tender document.
7. The Demand Draft for EMD of ₹1,00,000 scanned copy need to be uploaded online.
8. In case of any breach of the terms and conditions of the contract, the Director, ICAR-NBAIR may write to the issuing bank of the bank guarantee for revocation of the same, in addition to any other action deemed necessary which may be taken by the Competent Authority.
9. Any person who is in Govt. Service shall not be made partner to the contract by the tenderer/agency directly or indirectly in any manner, whatsoever.
10. Competent Authority of ICAR NBAIR shall reserve the right to ask of the removal from ICAR-NBAIR premises any such personnel as considered by the ICAR-NBAIR to be incompetent, disorderly or any other reason and such person shall not again be deployed by the tenderer without the consent of the competent authority of ICAR-NBAIR.
11. "Handing over" and "Taking over" of charges during respective shifts of duty to be done as per Standard Operating Procedures (SOP) of security agencies and the agency if necessary may quote **'Reliever Charges' separately**. For this purpose, verifiable and monitorable documents need to be maintained and produced to the Institute on demand. Agency strictly is forbidden to assign overlapping shifts to same security personnel round-the-clock on all days.
12. It is mandatory for the agency to ensure payment of prevailing DGR wages to the security personnel as notified from time to time. The agency need to provide 'wage slip' every month to the personnel deployed. Only service charge is for the agency/ firm for providing the Security Services. Hence, while quoting, the firms need to take due care to cover all the overhead expenditure involved in providing the Security Services.

13. The stationery items like register, Scales, writing pads, Pencils, staplers etc., required for discharge of duty will not be provided by the institute.

14. Detailed list of security supervisor and security personnel deployed along with copies of Aadhar card, Bank pass book, Family photo and their photograph attested by the agency including permanent address should be provided to the officer in charge Security for record before or at the time of taking over the charge of security services. Further, the agency should provide copies of duly attested discharge book in respect of each personnel to this office, at the time of deployment.

15. A daily list of Security Supervisor/Security Personnel deployed on duty should be provided to the Officer in charge Security.

16. The institute implements the provisions of RTI Act, 2005. All information provided by the Tenderers under this Tender is liable to be disclosed.

17. Period of Validity of Tenders:-

- i. Validity of Tenders shall be 180 days after the date of opening of Bids. A tender valid for a shorter period shall be rejected by the Bureau as non-responsive.
- ii. In exceptional circumstances, the Bureau may solicit the Bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

18. Liquidated Damages Clause:-

An amount equivalent to two days of contract amount subject to a minimum of Rs.500/- will be levied as liquidated damages per day, whenever and wherever it is found that the security service is not up to the mark. It will be brought to the notice of the supervisory staff of the firm by NBAIR and if no action is taken within one hour, liquidated damages clause will be invoked. Any misconduct / misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person (s) will have to be replaced immediately. If the deployment of number of Guards / Supervisor is less than that is mentioned in the tender then the proportionate deduction will be made from the bill.

Risk Clause: NBAIR reserves the right to discontinue the service at any time on grounds if services rendered are found unsatisfactory, or any other reason thereof, by giving a show-cause to be replied by the firm within a week and also has the right to award the contract to any other firm and the expenditure incurred on account of this can be recovered from Security deposit or pending bills or by rising a separate claim.

19. Eligibility Conditions:-

- a) Registration certificate of the firm under the work contract of the Central Government / State Government/ reputed public or private organizations. The contractor/firm must have a valid registration with the contract labour (Regulation & abolition) Act, for providing such services.
- b) Certified Accounting statements of the firm for last 3 years (2013-14 to 2015-16 or 2014-15 to 2016-17) by the Chartered Accountant/ Authorized body.

- c) Last five years (2011-12 to 2015-16) continuous experience of the firm in the field of providing Security Services in Govt. (Centre/State) Departments/Autonomous bodies/PSUs/PSES/Banks Insurance Companies or other equivalent organizations of high repute. Provide the details in a tabular form to prove that in firm is in this business for the last 5 years.
- d) EPF registration certificate issued by Govt. of India/State Government etc.
- e) ESI registration certificate issued by Govt. of India/State Government etc.
- f) Documentary proof of minimum 50 nos. (Security Guards/Supervisors) registered under ESI, EPF
- g) The firm must have certificate of Service tax/GST issued by the Government.
- h) Whether the firm has any legal suit/criminal case pending against it for violation of EPF/ESI, Minimum wages Act or other laws (give details).The firm must enclose an affidavit to this effect that there is no criminal/ legal suit pending or contemplated against it.
- i) Copy of valid ISO certificates (if available, not mandatory)
- j) PAN Registration Certificate
- k) The agency should have obtained licence under Private Agency Security Services and Regulation Act from Government of Karnataka or from any state where it is registered. Also latest verification report from the Police Department of concerned state obtained either in 2016/2017 (Before 01.10.2017) is desirable. In the event of any agency / Firm registered in a state other than Karnataka getting the contract, such agency / firm has to obtain the license from Police Department, GoK for being in the business of providing private Security Services within 30 days failing which the contract will be cancelled.
- l) Valid license issued in the recent past by the office of the Central Labour Commissioner for providing Security Services.
- m) The tenderer should have the PAN & GST number and should attach a photocopy of the same.
- n) Bid security (EMD) of Rs. 1,00,000/-(Rupees One Lakhs only) in the form of Demand Draft/Pay order/ Banker Cheque issued by any nationalized/ scheduled commercial bank in favour of "The Director, ICAR-NBAIR", payable at Bengaluru.
- o) Tender acceptance letter Annexure-C has to be mandatorily enclosed.
- p) Proof of DGR Registration.
- q) **The above documents are mandatorily required based on which the evaluation of Technical Bid will be made. In case any of the mandatory information is not furnished along with the valid supporting documents, the Technical Bid is liable to be rejected. Financial Bids of only those firms whose Technical Bids are found responsive will be opened on specified date/time.**

20. Last date of submission of tenders:-

Bidders should submit their bids online at <https://eprocure.gov.in/eprocure/app> on or before bid submission closing date & time as mentioned above.

21. Opening of Tenders by the Bureau:-

- i. The Bureau will open all the Bids online at 11.00 hours on 11.10.2018 at ICAR-NBAIR, Bengaluru, in the presence of Bidders or their authorized representatives who choose to be present at the time of opening with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.
- ii. In case the date of opening happens to be a closed holiday, the tenders will be opened at 11.30 hours on the next working day.

22. Clarification of Tenders and Contacting the Bureau for clarification of Tenders

- i. During evaluation of the tenders, the Bureau may at its discretion, ask the Bidder for clarification of his tender. The request for clarification and the response shall be in writing and no change in the prices or substance of the tender shall be sought, offered or permitted.
- ii. No Bidder shall contact the Bureau on any matter relating to his tender from the time of the tender opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bureau, the same should be done in writing.
- iii. Any effort by the Bidder to influence the Bureau in the Bureau's tender evaluation, tender comparison or contract award decisions may result in the rejection of the Bidders' Bid.

23. Preliminary Examination

The Bureau will examine the tenders to determine whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

- i. The Bureau may waive any minor informality, nonconformity, or irregularity in a tender, which does not constitute a substantial deviation, provided it does not prejudice or affect the relative ranking of any Tenderer.
- ii. Prior to the detailed evaluation, the Bureau will determine the substantial responsiveness of each tender with reference to the Tender Documents without material deviation.
- iii. If the tender is not substantially responsive, it will be rejected by the Bureau and may not subsequently be made responsive by the bidder by correction of the nonconformity.
- iv. Tenders qualifying by such vague and indefinite expression such as "subject to immediate acceptance" "subject to prior sale" and conditional tenders will not be considered.

24. Evaluation and Comparison of Tenders

- i. The Bureau will evaluate and compare the tenders, which have been determined to be substantially responsive.
- ii. Rates should be quoted in INR. Taxes and other incidentals should be included in the price. L-1 bidder will be determined on the basis of cost inclusive of all taxes out of the substantially responsive bidders (i.e.. Total Cost) Taxes if any should be mentioned properly.

25. Contacting the Bureau

- i. No Bidder shall contact the Bureau on any matter relating to the tender, from the time of the tender opening to the time contract is awarded.
- ii. Any effort by Tenderer to influence the Bureau in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the bidders offer.

26. Award Criteria:-

The Bureau will award the contract to the successful Tenderer whose tender has been determined to be substantially responsive and is to be the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the contract satisfactorily.

27. Bureau's Right to accept any Tender and to Reject any or all Tenders:-

The Bureau reserves the right to accept or reject any tender, and to annul tender process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Bidders or any obligation to inform the affected Tenderer or Bidder of the grounds for the Bureau's action.

28. Notification of award:-

- i. Prior to the expiration of the period of tender validity, the Bureau will notify the successful bidder online.
- ii. The notification of award will constitute the formation of the contract.

29. It has been noticed that sometimes the tenderer quote unworkable service charges (such as ₹0.00 or nil value) with regard to scope of work, resulting in either unsatisfactory performance or injustice to the workers by not getting their due minimum wages along with other statutory charges. It may therefore, be ensured that the service charges of each firm are indicated separately in the financial bid at Annexure-B. It is further mentioned that financial bid of those firms only would be considered who quote service charges at financial bid with regard to their specified scope of work. Quoting of unworkable/unreasonable service charge (such as ₹0.00 or nil value) will render the tender unresponsive.

30. The tenderer should quote his service charge in such a way that gross service charge per billing month should be more than the amount of income tax to be recovered from total payment from violation of any of the laws in-force and should not be black listed by any government organization. Such monthly bill which is aggregate of wages (fixed), EPF (fixed), ESI (fixed), service charge (as quoted) and goods and service tax (as applicable). It may be noted that the rate of income tax will be computed @ 2% of the total payment i.e. at the highest applicable rates irrespective of the status of the tenderer as an individual contractor/firm/trust. Hence, service charge must be quoted keeping this in view and failure to abide by this will lead to the tender being considered unresponsive on the grounds of service charge being unworkable.

31. Standards:-

Literature relating to the offered material should be enclosed along with the bid in the sealed cover.

32. Equal Quoted Rate Clause:-

In the event of two or more bids qualified on technical grounds, quote exact same total in their financial bid, marks would be awarded based on the methodology adopted below: The firm securing maximum marks in the evaluation would be granted the contract.

S. No.	Technical Evaluation Criteria	Weightage (100 marks)
1.	Years of continuous existence as a registered Watch & Ward (Security) services provider (to be supported with relevant documents)	30 Marks (6 Marks for each year of legal existence, restricted to maximum 5 years, as on the date of opening of bids. Records of only last 5 financial years (2012-13 to 2017-18) will be considered.)
2.	Years of having a minimum Annual Turn-over of ₹40 lakhs (to be supported by relevant document)	30 Marks (6 Marks for each year of having minimum Annual Turn-over of ₹40 lakhs, restricted to maximum 5 years, as on the date of opening of bids. Records of only last 5 financial years (2012-13 to 2017-18) will be considered.)
3.	Years of providing the minimum strength	30 Marks (6 Marks for each year of providing

	of 12 nos. of security personnel to the Central/State Government Institution/PSUs (to be supported by relevant documents).	minimum strength of 12 nos. of security personnel to govt. bodies, restricted to maximum 5 years, as on the date of opening of bids. Services of only last financial years (2012-13 to 2017-18) will be considered)
4.	Years of providing satisfactory watch & ward services in ICAR institutes across India.	10 Marks (2 Marks for each year of satisfactory service provided, restricted to maximum of 5 years of service provided in different or same ICAR institutes till date. Services of only last 5 financial years (2012-13 to 2017-18) will be considered).

33. GENERAL CONDITION OF CONTRACT:

I. DEFINITIONS AND INTERPRETATION:

1. In the contract, general and special conditions governing it, unless the contest otherwise requires:
 - a) "Acceptance of Tender" means the letter or memorandum communicating to the contractor the acceptance of this letter and includes advance acceptance of his tender.
 - b) "Contract" means the invitation to tender, instructions to tender, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the contractor.
 - c) "Contractor" means the person with whom the contract is made includes his heirs, executors, administrators or successors and permitted assignees, as the case may be.
 - d) "Council" means the Indian Council of Agricultural Research or Research Institutes etc. under its administrative control.
 - e) "Inspector" means the person specified in the contract for the purpose of inspection of work under contract and includes his authorized representative.
 - f) "Schedule" means the schedules annexed to the acceptance of tender.
 - g) "Signed" includes stamped except in the case of any acceptance of tender or any amendment thereof.
 - h) "Site" means the place specified in the schedule at which Security contract is required to be provided by the contractor or under the contract or any other place approved by the Director, NBAIR, Bangalore for the purpose.
 - i) "Work" means order for contract and includes an order for performance of service
2. Words in the singular include the plural and vice-versa.
3. The heading of these conditions shall not affect the interpretation or construction thereof.
4. Terms and expressions not herein defined shall have the meanings assigned to them in the sale of goods act, 1930 or the Indian Contract Act, 1972 of the General clauses Act, 1897, Contract Labour (Regulation and Abolition) Act 1970, Minimum Wages Act 1948 as the case may be.

A) PARTIES:

The parties to the contract are the contractor (2nd party) and the ICAR through Director, NBAIR (1st party) named in the schedule.

B) AUTHORITY OF PERSON SIGNING THE CONTRACT ON BEHALF OF CONTRACTOR:

A person signing as the Tender any other document in respect of the contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person so signing had no authority to do so, the Director, NBAIR may without Prejudice to any other right or remedy of the contractor cancel the contract and

make or authorize the making of a contractor of the Director, NBAIR, services at the risk and cost of such person and hold such person liable to the contractor for all costs and damages arising from the cancellation of contract including any loss which the contractor may sustain on account of such Security Contract. The provisions of Clause xi shall apply to every such Security Contract as far as possible.

C) ADDRESS OF THE CONTRACTOR AND NOTICES AND COMMUNICATIONS ON BEHALF OF THE 1ST PARTY:

- i) For arbitration there under, the address of the contractor mentioned in the tender shall be the address to which all communication addressed to the contractor shall be sent, unless the contractor has notified change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Director, NBAIR. The contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.
- ii) Any communication or notice on behalf of the Director, NBAIR in relation to the contract may be issued to the contractor by an authorized officer on all such communications and notices may be served on the contractor either by registered post or under certificate of posting, by ordinary post or by hand delivery at the option of such officer.

II. RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT:

1. The contractor shall perform the contract in all respects in accordance with the terms and condition thereof.
2. **1st Party's right to terminate the contract:** The 1st party retains the right to terminate the contract by giving one month notice without assigning any reasons thereof.
 - a) **Subletting and assignment:** The Contractor shall not save with the previous consent in writing of the Director, NBAIR subject, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.
 - b) **Change in a firm:**
 - i. Where the contractor has partnership firm and the partner shall not be introduced in the firm except may be granted only upon acceptance of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract period to the date of such undertaking.
 - ii. On the date of retirement of any partner of the contractor firm before complete performance of the contract and in such cases the contractor shall have no claim whatsoever to compensation against the contractor.
 - iii. If the contract is not determined as provided in sub clause (ii) above notwithstanding the retirement of a partner from the firm and shall continue to- be liable under the contract for acts of the firm until a copy of the public has been set by him to Director, NBAIR by registered post acknowledgement due.
 - c) **Consequence of breach:** Should the contractor or a partner in the contractor's firm commit breach of either of conditions (a) or (b) (i) of this sub-clause, it shall be lawful for the Director, NBAIR on behalf of the Secretary ICAR to cancel the contract and take the alternative measure at the risk and cost of the contractor and in that event the provisions of clause XI shall be applicable.
 - d) The decision of the Director, NBAIR as to matter or thing concerning of arising out of this sub-clause or on any question whether the contractor or any partner or the contractor firm has committed a breach of any conditions in this sub-clause contained shall be final and binding on the contractor.
 - e) **Assistance to the Contractor:** The contractor shall be solely responsible to arrange for providing complete security required for the fulfillment of the contract.

IV. SECURITY DEPOSIT:

1. The contractor shall, within 30 days from the communication of the acceptance of Tender or such

time extended as may be specified by the Director, NBAIR at his sole discretion, furnish a security deposit of an amount equivalent to the contract value of one month of the total cost involved in providing for exclusively for ex-serviceman and exclusively for civilians to be quoted separately for one year.

2. If the contractor fails to furnish security within the specified period it shall be lawful for the Director, NBAIR on behalf of the Secretary, ICAR:
 - a) To recover from the Contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under contract or any other contract with the contractor if the Govt. or any person contracting through the Director, NBAIR or otherwise.
 - b) To cancel the contract or any part thereof and to take measure' at the risk and cost of the contractor and in that event the provisions of clauses XI shall apply as far as possible.
3. No claim shall be entertained of the contractor against the contractor either in respect of interest or any depreciation in the value of security. In case of Bank Deposit receipts, the office shall not be responsible for any loss that may result on account of failure of such bank.
4. If the contractor fails or neglects to observe or perform any of his obligations under the contract shall be lawful for the Director, NBAIR, to forfeit either in whole or in part, in his absolute discretion the security duly performs and absolute. 'No demand certificate' in the prescribed form and returns in good conditions the specifications, drawings and samples or other property belonging to the contractor, the Director, NBAIR, shall refund the security deposit to the contractor after deducting all cost and other losses that the 1st party is entitled to recover from the contractor.

IV. RISK OF LOSS OR DAMAGE TO COUNCIL OF NBAIR PROPERTY

- a. All the property of the institute loaned whether with or without deposit to the contractor in connection with the contract shall remain the property of the Council or Institute, as the case may be. The contractor shall use such property for the purpose whatsoever.
- b. The contractor shall return all such property and shall be responsible for the full value thereof to be assessed by the Director, NBAIR, whose decision shall be final and binding on the contractor. The contractor shall be liable for loss for damage to such property from whatever cause happening while such property is the possession of or under the control of the contractor, his security personnel.
- c. Where such properties insured by the contractor against loss or fire at the request of the Council to Contractor such insurance shall be deemed to be effected by way of additional precaution and shall not prejudice the liability of the contractor, aforesaid.

V. CHARGES INVOLVED IN NECESSARY COMPLETION OF CONTRACT:

The contractor shall pay all charges involved in providing the security to the 1st party.

VI. RECOVERY OF SUMS DUE:

For any loss or damage or theft etc. if any is noticed due to negligence on the part of the security agency, the agency shall compensate such loss. The agency has to execute an Indemnity bond of appropriate value on non-judicial stamp papers against any loss of NBAIR property and Assets immovable.

Whenever any claim for the payment of a sum of money arises out of or under the contract against the contractor, the 1st party shall be entitled to recover such sum by appropriating in whole or in part, the security, if any, deposited by the contractor and for the purpose aforesaid, shall be entitled to sell and or release securities forming the whole or part of any such security deposit. In the event of the security being insufficient, the balance and if no security has been taken from the contractor, the entire sum then due or which at any time there after may become due to the contractor under the contract or any other contract to any partner of the firm whether in his individual capacity or otherwise may be forfeited.

VII. A SET-OFF:

Any sum of money due and payable to the contractor (including security deposit returnable to him) under the contract may be appropriated by the Director, NBAIR and set-off against any claim of the 1st party or Council for the payment of a sum of money arising out or under any other contract made by the contractor with the Council, NBAIR.

VIII. PAYMENT UNDER THE CONTRACT:

Unless otherwise agreed upon between the parties, payment for providing security services will be every month for the services rendered in the preceding month and found satisfactorily following all the terms and conditions of the contract. The EPF and ESI contribution will be reimbursed after satisfying that it has been deposited with the concerned authority as per statutory requirement.

IX. LAWS COVERING THE CONTRACT:

- a. The laws of India shall govern this contract for the time being in force.
- b. Irrespective of the place of providing security services, the place of performance and place of payment under the contract shall be deemed to have been made the place from which the acceptance of tender has been issued.
- c. Jurisdiction of Courts: The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract i.e., Bengaluru.

X. INDEMNITY:

- a. The Contractor shall at all times indemnify the 1st party against any liability due to non-compliance of statutory obligation by the 2nd party (security agency) for any reason, whatsoever.
- b. The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/ deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provision of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the Council 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, ICAR-NBAIR shall be final and binding on the contractor.

XI. INSOLVENCY AND BREACH OF CONTRACT:

The Secretary, ICAR/Director, NBAIR may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events that is to say:

- a. If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his or suspend or if the firm may dissolved under the partnership Act of.
- b. If the contractor being a company is/would involuntarily or by the order of a court or a Receiver, Liquidator or by the manager on behalf of the Debenture holders is appointed or circumstance shall have arise which entitle or Debenture-holders to appoint a Receiver Liquidator of Manager.

XII. ARBITRATION:

In the event of any question, dispute of difference arising under these conditions or any special conditions of a contract or in connection with this contract (except as to any matters the decision of which is specially provided for by these or special conditions) the same shall be referred to the sole-arbitration of an officer appointed to be the arbitration by the Director, NBAIR on behalf of Secretary, Indian Council of Agricultural Research.

It will be no objection that the arbitrator is a Government Servant/Council Servant that he had

to deal with the matters to which the contract relates of that in the course of his duties as a Government servant/Council servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract. In the event of the arbitrator dying, neglecting or refusing to act, or resigning or being unable to act for any reason, or his award being set aside by the court for any reason, it shall be lawful for the Director General, Indian Council of Agricultural Research to appoint another arbitrator in place or the outgoing arbitrator in the manner aforesaid.

It is further a term of this contract that no person other than the person appointed by the Director General, Indian Council of Agricultural Research, as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not possible, the matter is not to be referred to arbitration at all.

The arbitrator may from time to time with the consent of the parties to the contractor enlarge the time for making the award.

Upon every and such reference, the assessment of the incidental to the reference and award respectively shall be the discretion of the arbitrator.

Subject as aforesaid, the Arbitration, Act and the rules there under and any statutory modifications thereof for the being in force shall be deemed to apply to the arbitration proceedings under this clause.

Work under the contract shall, if reasonable/possible continue during the arbitration proceedings and no payment / due on payable by the contractor shall be withheld on account of such proceedings.

The venue of arbitration shall be the place from which the acceptance note is issued or such other place as the arbitrator at his discretion may determine.

In this clause the expression "The Director General, Indian Council of Agricultural Research" means the Director General, Indian Council of Agricultural Research for the time being and includes if there be no Director General, Indian Council of Agricultural Research the officer who is for the time being the Administrative Head of the Indian Council of Agricultural Research, whether in addition to other function or otherwise.

XIII. To provide complete security service on contract basis by ensuring minimum wages as per contract labour act of Union of India during the period of contract. The security personnel deployed should be provided with uniforms, lunch, laathi, badge, cycles, gumboots.

Terms and conditions in addition to those mentioned in tender form and in format of agreement

- i. The firms must visit the campus and its surroundings to assess the existing realities before collecting the tender form.
- ii. Only those firms/agencies which have a sound record in the field of providing security personnel need to apply. The firm having well established office with telephones, fax to security supervisors, private wireless facility etc., only need to apply.
- iii. Those firms which have provided for not less than five organizations of at least 12 security personnel in each case need only to apply.
- iv. The firm must enclose all the relevant documents in support of registrations private security agency, ESI, EPF, Establishment registration certificate, Clients list, work-orders, satisfactory service certificates, Income Tax clearance, GST registration certificate etc.,
- v. The firm must enclose a copy of License to engage in the business of Private Security Agency issued by Police Department, Govt. of Karnataka.
- vi. The agency will be solely held responsible for all losses, while providing services during the contract period.
- vii. In case any firm provides false information or canvases in any form, such firms will be out rightly rejected.

- viii. The deployment of guards and security supervisors should be as follows:
- ix. **Security Guards:** Well built, above 18 years of age and below 45 years of age, bold enough, alert, and literate enough to read and write.
- x. The personnel to be engaged should have the knowledge of speaking and writing in Kannada, Hindi and English.
- xi. Private security for safeguarding the Institute property is required to cover the entire area/structures etc., as per details mentioned in the bid document. It is here also to be making very clear that the above details have been provided in the generalized terms. However, the effective security and safety is required to be ensured by the contractor in totality for the campus for which the above details have been furnished.
- xii. The Competent Authority at NBAIR will have the right to discontinue the services of the security personnel provided by the firm (by informing the firm) on observation of unsatisfactory performance or indiscipline within the campus premises.
- xiii. The number of requirement of security guards may be assessed by the Competent Authority of the Bureau keeping in view the manpower requirement based on terms of area/structures etc., in the campus premises from time to time. The security guards are required to work in different three shifts starting from 6.00AM to 2.00PM, 2.00PM to 10.00PM & 10.00PM to 6.00AM.**
- xiv. This Institute will provide no accommodation for the security personnel engaged by us.
- xv. For further information/spot inspection about the proposed area to be entrusted to provide surveillance, the officer in-charge, Estates, NBAIR may be contacted.
- xvi. The Institute reserves the right to accept or reject any or all the tender(s) without assigning, any reasons.
- xvii. Double duty of the security guard will not be allowed.
- xviii. Payment to the guard is to be made only through bank and the receipt with details of amount transferred to each account of the personnel deployed to be submitted for verification.
- xix. The Security guard should be well dressed with uniforms, weasel rain-coat, umbrella, lati, powerful emergency light/ torch/lamp during the duty hours which is compulsory to be provided to Security Agency.

34. Payment:-

- i. No advance payment shall be made.
- ii. Payment will be made by e-payment or electronic transfer, for which, the firm should provide bank & branch name, its IFS Code, Account number for arranging payment. The payment will be made after satisfactory completion of service/work on monthly basis.

Annexure-A
Instructions for Online Bid Submission

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc. but not limited to), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / Password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and Content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay the EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered /given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be

displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

9. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
10. The scanned copies of following documents must be submitted with the online bid in two packets:

The Packet-1 should contain documents as per list in Para 3(a) on page 9 of the tender document (Technical Bid).

The Packet-2 should contain Price Bid / BOQ

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315. Foreign bidder can get help at +91-79-40007451 to 460.

TENDER FORM, PRICE
SCHEDULE AND OTHER
FORMATS

TECHNICAL BID COMPLIANCE FORMAT

S. No.	Particulars	Enclosed Yes/No
1.	Security Agency should have executed security contract for ₹72.00 lakhs and above per year in the last five years period (to the effect documentary evidence viz. work orders with clear mention of contract value is to be submitted)	
2.	The total amount quoted in BOQ covers all the provisions of the statutes and also regarding minimum wages (Self-certificate to this effect should be enclosed) -YES/NO	
3.	Copy of Registration Certificate.	
4.	Copy of registration of EPF and ESI Certificates.	
5.	Copy of PAN card and GST Registration Certificate.	
6.	Client list	
7.	Copies of work orders and satisfactory service certificate for not less than five Govt. (Central/State) organizations of our size (not less than 12 security personnel) in each case should be enclosed.	
8.	Turnover of the firm having at least ₹72.00 lakhs per annum and above for last 5 financial years along with certified copy of audited document by bonafide CA supported by ITR of last 5 financial years including Profit & Loss Statement.	
9.	No. of at least 50 security personnel on roll evidenced by statement of depositing ESI/EPF for any consecutive 3 months of Financial Year 2017-18.	
10.	Copy of ISO certificate, if available (Not mandatory).	
11.	Copy of valid license under Private Security engage in the business of Private Security Agency issued by the Police Department, Govt. of Karnataka should be attached.	
12.	Scanned copy of duly signed Tender Acceptance letter.	
13.	The contractor/agency must have a registration with the Contract Labour (Regulation and Abolition) Act. 1970. After placing of order, a labour licence may be obtained by the firm & submitted to office.	

Signature of Tenderer
(Authorized Signatory of firm)

PRICE BID (FINANCIAL)

(To be quoted in the attached BOQ)

SI. No.	Block Main Gate	Area (approx)	Structures
I	Building campus	2 acres	Security cabin in the entrance of the office main gate. Five different laboratories, Administrative building, Poly houses, Electrical Sub-Station etc.
[ii]	Buildings		Trainee's Trainer's hostel & Guest House Building
[iii]	Research Farm	25 acres	1. 2 no. –Poly Houses 2. 1 no. –Net House 3. 1 no –Tractor Shed 4. 4 nos. –Research Lab with attached toilets & 5. 1 no. –Security Cabin in the entrance of the Farm main gate 6. 150x670 meters with compound wall on roadside and three sides with barbed wire located at Yelahanka GKVK, UAS, Bangalore

Split up estimate details may be given covering all acts & taxes etc., in a separate sheet with the signature of the contractor along with the financial bid.

****The bidder shall furnish the above rates only in the excel format enclosed herewith failing which the tender shall summarily be rejected.**

It has been noticed that sometimes the tenderer quote unworkable service charges (such as ₹0.00 or nil value) with regard to scope of work, resulting in either unsatisfactory performance or injustice to the workers by not getting their due minimum wages along with other statutory charges. It may therefore, be ensured that the service charges of each firm are indicated separately in the financial bid at Annexure-B. It is further mentioned that financial bid of those firms only would be considered who quote service charges at financial bid with regard to their specified scope of work. Quoting of unworkable/unreasonable service charge (such as ₹0.00 or nil value) will render the tender unresponsive.

The tenderer should quote his service charge in such a way that gross service charge per billing month should be more than the amount of income tax to be recovered from total payment from violation of any of the laws in-force and should not be black listed by any government organization. Such monthly bill which is aggregate of wages (fixed), EPF (fixed), ESI (fixed), service charge (as quoted) and good and service tax (as applicable). It may be noted that the rate of income tax will be computed @ 2% of the total payment i.e. at the highest applicable rates irrespective of the status of the tenderer as an individual contractor/firm/trust. Hence, service charge must be quoted keeping this in view and failure to abide by this will lead to the tender being considered unresponsive on the grounds of service charge being unworkable.

**TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)**

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: _____

Dear Madam/Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

_____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I/We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

BID SECURITY FORM

Whereas _____ (hereinafter called “the Tenderer”) has submitted its tender dated _____ (Date of submission of tender) for _____ (name and/or description of the goods) hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that WE _____ (Name of Bank) of _____, having our registered office at _____ (address of Bank) (hereinafter called “the Bank”) are bound up to _____ (Name of Bureau) (hereinafter called “the Bureau”) in the sum of Rs. (As per clause 6.1) for which payment well and truly to be made to the said Bureau, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2018

The conditions of this obligation are:

1. If the Tenderers withdraws his Tender during the period of tender validity specified by the Tenderers on the Tender Form; or
2. If the Tenderers, having been notified of the acceptance of its tender by the Bureau during the period of tender validity:

Fails or refuses to furnish the Security Deposit, in accordance with the Instruction to Tenderers,

We undertake to pay the Bureau up to the above amount upon receipt of its first written demand, without the Bureau having to substantiate its demand, provided that in its demand the Bureau will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including ninety (90) days after the period of the tender validity and any demand in respect thereof should reach the Bank not later than the above date. -----

(Signature of the Bank)

SECURITY DEPOSIT FORM
(To be Submitted by successful bidder)

To: _____ (Name of Bureau)

WHEREAS _____ (Name of agency)

(Hereinafter called the “the Agency”) has undertaken, in pursuance of contract No. _____ dated _____ 2018 _____ to _____ (Description of Contract) hereinafter called “the contract”.

And whereas it has been stipulated by you in the said contract that the Agency shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the agency’s performance obligations in accordance with the contract.

And whereas we have agreed to give the agency a Guarantee:

Therefore we hereby affirm that we are Guarantors and responsible to you, on behalf of the agency, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Agency to be in default under the contract and without cavil or argument, any sum or sums within the limit 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.

This guarantee is valid until the _____ day of _____ 2017 _____

Signature and Seal of Guarantors

Date _____ 2018 _____

Address _____