

Email: <u>cswriavikanagar@vahoo.com</u> दूरमाष : 01437-220177फैक्सनं. 91-01437-220163 भा.कृ.अ.प.—केन्द्रीय भेड़ एवऊनअनुसंधानसंस्थान अविकानगर, तह0 मालपुरा, जिला—टोंक (राजस्थान) – 304501 ICAR-Central Sheep & Wool Research Institute Avikanagar, Teh.Malpura, Dist.Tonk (Rajasthan) – 304501



F. No. 6(155)SP/08/Part.I/

Dated : 08.02.2021

## NOTICE INVITING TENDER THROUGH E-PROCUREMENT

From :

Director, Central Sheep & Wool Research Institute, Avikanagar Tehsil Malpura Distt. Tonk (Raj.) 304501

То

Dear Sir(s),

Online Tenders are hereby invited under two-bid system through e-procurement system by the Director, CSWRI, Avikanagar On behalf of Secretary, Indian Council of Agricultural Research (ICAR), New Delhi for JOB /WORK CONTRACT FOR PROVIDING "ANNUAL CONTRACT FOR PROVIDING SECURITY SERVICES" at ICAR-Central Sheep & Wool Research Institute, Avikanagar. Manual bids shall not be entertained.

Tender documents may be downloaded from e-Procurement website of CPP <u>https://eprocure.gov.in/</u> and <u>www.cswri.res.in</u> as per the schedule as give in CRITICAL DATE SHEET as under:

Tender No.	<b>F.No.</b> 6(155)SP/08/Part.I/	
Date and Time for issue/Publishing	08-02-2021 at 6.00 PM	
Document Download/Sale start date and time	09-02-2021 at 3.00 PM	
Bid Submission Start Date and Time	09-02-2021 at 3.00 PM	
Pre bid meeting	16-02-2021 at 11.00 AM	
Bid Submission End Date and Time	01-03-2021 at 3.00 PM	
Date and Time for Opening of Bids	02-03-20121 at 3.00 PM	
Tender fee and Earnest money	Tender fee $- \text{Rs.1,000/-}$	
Security money	Earnest money Bid Securing Declaration Form	
	Security money $-03$ % of contract amount	
Bank detail ICAR UNIT -CSWRI ,Avikanagar payable at		
	State Bank of India	
	Branch – MalpuraTonk Rajasthan	
	Account No. 51066000084 IFSC Code - SBIN0031088	
Address for Communication	Asstt. Administrative Officer (Purchase), C.S.W.R.I.,	
	Avikanagar, Malpura, Distt. Tonk, Rajasthan, Pin- 304501	

## **CRITICAL DATE SHEET**

### **Chapter I- Instruction to bidders**

- 1. Bids shall be submitted online only at CPPP website: <u>https://eprocure.gov.in/eprocure/app</u>.
- 2. Tenders/bidders are requested to visit website https://eprocure.gov.in regularly. Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.
- **3.** In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The Institute reserves the right to accept or reject any or all the tenders.
- **4.** The complete bidding process in online. Bidders should be possession of valid digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required bidder may contact to the helpdesk at 01437-220177.
- Tenderer/Contractor/Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <u>https://eprocure.gov.in/eprocure/app</u>.
- 6. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 7. Tender Cost: Applicant contractor must submit the demand draft/NEFT/ RTGS for Rs 1000/- (Rupees one thousand only) in favour of "ICAR Unit, CSWRI, Avikanagar, payable at SBI, Malpura", obtained from any Nationalized/ scheduled Bank valid for three months as tender fees. All applicable bank charges shall be borne by the applicant and he shall not have any claim what so ever on this account on Government. The Demand Draft submitted for tender fee shall be non-refundable. The demand drafts for tender fees must deliver to ICAR-CSWRI, Avikanagar on or before last date/time of Bid Submission.
- 8. EMD Payment: The bidder shall be required to submit the Bid Securing Declaration (Annexure V) instead of Earnest Money Deposit (EMD) for an amount of 2% of Contract Value as per GOI OMNo.F.9/4/2020-PPD dated 12.11.2020. If bidders withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/request for proposals document, they will be suspended for the period of time specified in the request for bids/request for proposals document from being eligible to submit Bids/Proposals for contracts with the Procuring Entity.
  - a) No request for transfer of any previous deposit of earnest money or security deposit on payment of any pending bill held by the institute in respect of any previous work will be entertained.
  - b) Tenderer shall not be permitted to withdraw his offer or modify the terms and condition thereof. In case the tenderer fails to observe and comply with stipulation made herein or back out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
  - c) The Tenders without Earnest Money/ Bid Securing Declaration will be summarily rejected.
  - d) The Firm who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industries (SSI) are exempted to submit the EMD (Copy of registration must be provide along with technical bid)
  - e) No Claim shall lie against the ICAR-CSWRI, Avikanagar in respect of erosion in the value or interest on the amount of EMD.
- **9.** The Hard Copy of original document in respect of Tender Fee, earnest money/ Bid Securing Declaration deposit must be delivered to the ICAR-CSWRI, Avikanagar on or before last date/time of Bid Submission as mentioned above. The bid without tender fee and EMD will be summarily rejected.
- 10. The terms and conditions of the contract are those contained in the general conditions of contract applicable to the contracts placed by the CSWRI as detailed in the tender forms and its schedules. Please submit your rates in the tenders form (BOQ) if you are in a position to provide the requisite services in accordance with the requirements stated in the attached schedules.
- 11. The schedules of the tender form should be uploaded with online bids. In the event of the space provided on the schedule form being insufficient for the required purposes, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases reference to the additional pages must be made in the tender form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter alongwith the tenders.
- 12. Pre bid meeting will be held at CSWRI, Avikanagar as per schedule and proceeding of meeting will be uploaded on CPP Portal accordingly.

- **13.** The tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tenders are not fully filled in.
- 14. If a tenderer does not accept the offer, after issue of letter of award by CSWRI within 07 (seven) days, the offer made shall be deemed to be withdrawn without any notice & action will be initiated aginst the firm as per Point no.8.
- **15.** In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other related documents must be signed by every partner of the firm. A person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the Council/Instt. shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure, if any, should be signed by the tenderer.
- 16. The Institute is not bound to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders in whole or in part. You are however at liberty to Tenders for the whole or any portion or to state in the tenders that the rates quoted shall apply only if the tenders are considered fully. Other conditional Tenders will not be accepted.
- 17. An amount of 03% of the amount of work awarded as a security deposit for the contract value is to be deposited by the selected agency/successful tenderer only after receiving a communication from the Institute. In the event of non-deposition of the same, the earnest money will be forfeited.
- 18. No interest on security deposit and earnest money deposit shall be paid by the CSWRI to the tenderer.
- 19. Successful Bidder/tenderer will have to enter into a detailed contract agreement with CSWRI on nonjudicial stamp paper of Rs. 500/- (five hundred only) for work.
- **20.** The Service Provider shall abide by all the laws of land including labour laws (EPF,ESI, Income Tax, GST or any other extra taxes levied by Govt. time to time) Companies Act, welfare measure of its employees and all other obligation that is being instructed in such cases and are not essentially enumerated and defined herein, though any such bounded duty shall be the exclusive responsibility of the service provider and it shall not involve CSWRI in anyway whatsoever. Compliance of these provisions shall be ensured at all the times of making monthly payments. Documents regarding the same have to be produced by the firm as and when asked by the office.
- **21.** Director, CSWRI reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons.
- 22. Decision of Director, CSWRI shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any, on the contract will be settled at his level by mutual consultation and in case of failure in settlement dispute shall be referred to the sole arbitrator to be appointed by the Secretary, ICAR/Representative. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.
- **23.** The Firm have to quote the Service Charges per Chokidar per month in Rupee to be levied by them for providing the services. Service Charge shall be the primary criteria for selecting the firm. No change/revision whatsoever in service charges once quoted shall be admissible during the tenure of tender under any circumstances.
- 24. An abnormally low bid service charge shall be treated as unresponsive and will not be considered.
- 25. In case of similar rates, the following criteria will be followed(Overall evaluation)

1) Experience	3-5 years	15 marks
	For every add	litional year -2 marks extra
2) Turn over	0.5-1 cr	25 marks
	For every add	litional 50 lakh-2 marks extra
3)Manpower on Role	Min. 70	2 marks
	For every additio	nal 20 Manpower-2 marks extra

**26.** Submission of Tender: The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/Email shall not be considered. No correspondence will be entertained in this matter.

# **27. REQUIREMENT OF DOCUMENTSWITH THE TECHNICAL BID** : The following scanned documents are to be furnished by the bidders along with Technical Bid as per the tender document:

- a) Scan copy of relevant firm Registration certificate of the firm of the Central Govt./State govt..
- b) Scanned copy of The bidders MUST be registered under the Home department of the concerned state and enclose the certificate to this effect.
- c) The contractor/agency must have a registration with the Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall obtain the labour license under this Act and submit to office immediately after award of contract.
- d) Scan copy of Minimum turnover 50 lakh of the firm during the last three year. Certified Balance Sheet of the firm for last three year of the service contract by the chartered accountant.
- e) Scan copy of Last three years continuous experience or more of the firm in the field of providing such services in Central Govt. establishments/Autonomous bodies of Govt. of India/ Corporations of Govt. of India/reputed public or private organizations' provide the details in enclosed tabular form.
- f) Scan copy of Employee EPF registration certificate
- g) Scan copy of Employee ESI registration certificate.
- h) Nos. of staff/supervisors registered under ESI & EPF separately. Minimum 70 nos. (Staff/Supervisors) required with their ESI & EPF contributions. Documentary proof of vouchers(ECR) required and must be attached.
- i) Scan copy of PAN card and GST registration certificate issued by Govt.
- j) Scanned copy of D.D. of Tender Fee and Bid Securing Declaration Form( as per Annexure- V).
- k) Tender acceptance letter (Annexure I)
- 1) Scanned copy non blacklisting certificate(Annexure II)
- m) Scanned copy of no deviation (Annexure III)
- n) Scanned copy of Schedule I and II
- o) Scanned copy of solvency certificate by the bank for turnover amount i.e. 10 Lacs.
- p) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and disputed amount(Annexure-IV).

All necessary documents in support of the details for S.No. a to p must accompany the technical bid. The bid is liable to be rejected in case documents are not uploaded in the technical bid on CPP Portal, documents are incomplete or in case any certification/registration has already expired but is yet to be renewed. Only essential and necessary valid documents are to be uploaded in the technical bid. Please avoid uploading extraneous and irrelevant documents which unnecessary cause confusion.

Yours faithfully,

Asstt. Administrative Officer (Purchase Section), For and on behalf of the Director

## भा.कृ.अ.प.—केन्द्रीय भेड़ एवं ऊन अनुसंधान संस्थान, अविकानगर हेतु कार्य अनुबंध के आधार पर वार्षिक सुरक्षा सर्विसेस उपलब्ध करवाने बाबत

JOB /WORK CONTRACT FOR PROVIDING "ANNUAL CONTRACT FOR PROVIDING SECURITY SERVICES" at ICAR-Central Sheep & Wool Research Institute, Avikanagar

## **Chapter III- General Terms & Conditions**

- 1. The Supporting/Allied services staff should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of staff/supervisor is to go on leave under intimation to this office.
- 2. Changing of Staff/Supervisor should be intimated to : Director CSWRI, Avikanagar.
- 3. The Director, CSWRI, Avikanagar reserves the right to reject any or all quotations/tenders in whole or in part without assigning any reason therefore. The decision of Director shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.
- 4. The staff provided should also maintain secrecy and discipline in the premises of Institute.
- 5. The staff provided should be capable of as per mentioned in tender documents and enclosed part -A.
- 6. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of CSWRI for the purpose. All complaints should be immediately attended by the Agency.
- 7. Uniform with colour specifications and pattern approved by CSWRI should be supplied by the contractor to the workers at his own cost and it should be ensured that the working staff etc., are in proper uniform while on duty.
- 8. The agreement is terminable with one month notice on either Side.
- 9. The contractor shall not sublet the work without prior written permission of the competent authority of CSWRI.
- 10. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
- 11. The selected agency shall provide the necessary personnel's for at CSWRI, Avikanagar as per labour acts prevalent in Centre/state. The agency shall employ good and reliable persons with robust health. In case any of the personnel so provided is not found suitable by the CSWRI, the CSWRI shall have the right to ask for his replacement without giving any reason there of and the agency shall on receipt of a written communication will have to replace such persons immediately.
- 12. The persons so provided by the agency under this contract will not be the employee of the Council and there will be no employer-employee relationship between the Council and the person so engaged by the contractor in the aforesaid services.
- 13. Payment for service contract will be made monthly upon submission of pre-receipted bill.
- 14. It is advisable to visit the site, and after consultation with concern person (if necessary) tender document may be filed.
- 15 The rates to be quoted should include cost of each and every item including transportation cost, manpower cost and taxes etc. The CSWRI shall not bear any extra charge on any account whatsoever i.e. Uniform, Liveries, OTA etc.
- 16. 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 provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the CSWRI 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. CSWRI, Avikanagar shall be final and binding on the contractor.
- 17 Income Tax will be deducted from the payments due for the work done as per rule.
- 18. They should not leave their points unless and until the reliever comes for shift duties, supervisor will maintain all the registers, which are kept at concerned Section. Changing of Supervisor/Staff should be intimated to the concerned officer.
- 20. The Contractor must employ adult labour only. Employment of child labour may lead to the termination of the Contract.
- 21. The contract is subject to the condition that the tenderer will comply with all the laws and acts of Central Govt., State Govt. relating to this contract made applicable from time to time.

- 22. Risk Clause: CSWRI 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 Money Deposit. or pending bills or by rising a separate claim.
- 23- Service charge quoted in the financial bid will be same for job Chowkidar as mention in the tender document (Semi Skilled Agricultural rate). Hence the firm should quote service charge <u>per Chowkidar</u> applicable of Semi Skilled. <u>LIQUIDATED DAMAGES CLAUSE:</u>
- 1. An amount of Rs. 1000/- will be levied as liquidated damages per day. Whenever and wherever it is found that the work is not up to the mark in any Section. It will be brought to the notice of the supervisory staff of the firm by CSWRI and if no action is taken within **2 days** liquidated damages clause will be invoked. The maximum limit of liquidated damage is two days of contract value per instance.
- 2. Any misconduct/misbehaviour on the part of the manpower deployed by the agency will not be tolerated and such person(s) will have to be replaced immediately.

The Director, CSWRI, Avikanagar reserves the right to reject any or all Tenders in whole or in part without assigning any reasons therefore. The decision of Director, CSWRI Avikanagar shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

## भा.कृ.अनु.प.-केन्द्रीय भेड़ एवं ऊन अनुसंधान संस्थान, अविकानगर की चौबीस घण्टे (Round the Clock) सुरक्षा करने से सम्बन्धित कार्य के अनुबंध (Job Contract) की नियम, शर्ते एवं कार्य विवरण (Scope of Work) निम्नानुसार है–

### कार्य विवरण (Scope of Work) :--

भा.कृ.अनु.प.–केन्द्रीय भेड़ एवं ऊन अनुसंधान संस्थान, अविकानगर, तह0 मालपुरा, जिला टोंक, राजस्थान का सम्पूर्ण प्रक्षेत्र क्षेत्र (Farm Area) जो कि 1510 हैक्टर में फैला है की चौबीस घण्टे (Round the Clock) सुरक्षा करनी होगी जिसमें संस्थान की चार दीवारी मय तारबन्दी, कार्यालय भवनों, प्रयोगशालाएँ, कृषि उपकरण शेड, केन्द्रीय भण्डार, वाहन एवं कार्यशाला अनुभाग, एल.पी.जी. गौदाम, आवासीय परिसर इत्यादि शामिल है तथा सुरक्षा कार्य हेतु निर्धारित सुरक्षा बिन्दू (Security point) निम्नानुसार है–

				2	
क्र.	सुरक्षा बिन्दू (Security	सुरक्षा रक्षको	पारी	समयावधि	विशेष विवरण
. सं	point)	की संख्या			
1	मुख्य द्वार (दो सुरक्षा रक्षक	6	3 पारी	24 ਬਾਟੇ	1. प्रथम पारी का समय प्रातः
	प्रत्येक पारी में)				8.00 बजे से सायं 4.00 बजे
2	आवासीय परिसर टाईप	3	3 पारी	24 ਬਾਾਟੇ	तक रहेगा।
	5—6				2. द्वितीय पारी का समय सायं
3	प्रशासनिक भवन	3	3 पारी	24 ਬਾਾਟੇ	4.00 बजे से रात्रि 12.00
4	फार्म / कच्चा बन्धा	3	3 पारी	24 ਬਾਾਟੇ	बजे तक रहेगा।
5	चांदसेन गेट	3	3 पारी	24 ਬਾਾਟੇ	3. तृतीय पारी का समय रात्रि
6	आवासीय परिसर टाईप	3	3 पारी	24 ਬਾਟੇ	12.00 बजे से प्रातः 8.00
	1—4				बजे तक होगा
7	सेक्टर न. 18 घाटी गेट	3	3 पारी	24 ਬਾਾਟੇ	
8	टी पांईट	3	3 पारी	24 ਬਾਾਟੇ	
9	फार्म एरिया गश्त हेतु	3	3 पारी	24 ਬਾਾਟੇ	
	कुल	30	24 पारी	24 ਬਾਾਟੇ	

नोटः 1. सभी सुरक्षा रक्षको को उपरोक्त बिन्दुओं पर सुरक्षा करने के साथ—साथ प्रभारी, सुरक्षा अनुभाग के निर्देशानुसार दिन—रात गस्त भी करनी होगी।

2. संस्थान में कार्यरत सुरक्षा रक्षको को भारत सरकार के श्रम और रोजगार मंत्रालय द्वारा जारी अधिसूचना 19 जनवरी, 2017 के अनुसार कृषि क्षेत्र हेतु निर्धारित अर्द्ध कुशल श्रेणी की न्यूनतम मजदूरी का भुगतान किया जाएगा। चौकिदारों की संख्या 25 प्रतिशत तक कम या ज्यादा हो सकती है।

### सुरक्षा कार्य की नियम व शर्ते (Terms and conditions of Security work):--

- अनुबन्ध की अवधि कार्यादेश जारी होने की तिथि से तीन वर्ष के लिये होगी जिसे सक्षम अधिकारी महोदय द्वारा बढ़ाया अथवा घटाया जा सकता है। कार्य संतोषजनक रहने की स्थिति में आपसी सहमति से अनुबन्ध की अवधि को एक से दो वर्ष आगे बढ़ाया जा सकता है।
- अनुबन्धकर्ता को प्रभारी, सुरक्षा अनुभाग द्वारा बताये गये कार्य सुरक्षा रक्षकों से पूर्ण करवाने एवं उनको आवश्यक दिशा–निर्देश प्रदान करने हेतु एक सुपरवाईजर नामित करना होगा जिसका अलग से कोई भुगतान देय नहीं होगा।
- 3. सुरक्षा कार्य के दौरान संस्थान की चार दीवारी जिसमें तारबंदी भी शामिल है की देखभाल करनी होगी तथा जहाँ कहीं भी तारबन्दी/फेन्सिगं क्षतिग्रस्त होती है उसकी सूचना तुरन्त प्रभारी सुरक्षा को देते हुए प्रभारी के निर्देशानुसार तारबन्दी/फेन्सिंग की मरम्मत करनी होगी। साथ ही अगर फेन्सिंग/तार चोरी होते है तो अनुबन्धकर्ता को स्वयं के खर्च पर नई फेन्सिंग/तार लगाने होंगें।
- 4. संस्थान के प्रक्षेत्र क्षेत्र में खड़े सभी वृक्षों की पेड़ काटकर ले जाने वाले अवांछित व्यक्तियों सुरक्षा करनी होगी तथा सुरक्षा के दौरा एसे अवांछित व्यक्ति संस्थान परिसर में पाये जाते है तो उनकी सूचना तुरन्त प्रभारी, सुरक्षा अनुभाग को देनी होगी।
- 5. संस्थान परिसर से कोई भी सामान जैसे कि—फार्म के अन्दर उगाई जाने वाली सभी फसलें तथा उनसे उत्पन्न अनाज, चारा, सूखी लकड़ियां, खाद इत्यादि प्रभारी, सुरक्षा अनुभाग की स्वीकृति के उपरान्त मुख्य द्वार से ले जाना सुनिश्चित करना होगा।
- संस्थान में प्रवेश करने वाले प्रत्येक व्यक्ति का नाम व पता तथा संस्थान में आने का उद्देश्य, वाहन का नम्बर मय चालक के नाम व उनमें रखें सामान का विवरण रजिस्टर में दर्ज करना होगा तथा प्रतिदिन प्रभारी, सुरक्षा

अनुभाग से सत्यापित कराना होगा। साथ ही इस कार्य को इस प्रकार सम्पादित करना होगा जिससे आने वाले व्यक्ति को कोई समस्या उत्पन्न नहीं हों।

- 7. चूँकि यह अनुसंधान संस्थान है तथा यहां पर प्रतिदिन किसान, विद्यार्थि, प्रशिक्षणार्थी एवं सरकारी अधिकारी/कर्मचारी आते रहते है, अतः उनका सभ्यता से परिचय लेकर विवरण रजिस्टर में नाम इन्द्राज कर संस्थान में प्रवेश करने दे तथा बाहर से आने वाले किसी व्यक्ति/कर्मचारी से अभद्रता नहीं करे।
- संस्थान की चार दीवारी मय तारबन्दी क्षेत्र से अवैघ जानवरों के प्रवेश पर रोक लगानी होगी तथा संस्थान परिसर से इनको बाहर निकालना होगा।
- 9. सुरक्षा कार्य प्रभारी, सुरक्षा अनुभाग एवं उनके प्रतिनिधि के निर्देशानुसार करना होगा तथा प्रत्येक सुरक्षा बिन्दुओं पर तैनात सुरक्षा रक्षक पारी परिवर्तन होने पर तब तक तैनात रहेगा जब तक दूसरा सुरक्षा रक्षक कार्य पर उपस्थित नहीं हो जाता।
- 10. अनुबन्धकर्ता को संस्थान की सुरक्षा में तैनात सुरक्षा रक्षको के नाम की सूची मय मोबाइल नं. उपलब्ध करानी होगी तथा किसी भी सुरक्षा रक्षक का सुरक्षा के समय ड्यूटी पर मोबाइल बन्द नहीं आना चाहिए। अगर प्रभारी, सुरक्षा अनुभाग किसी भी सुरक्षा रक्षक से बात करना चाहे और उसका मोबाइल बन्द रहा तो उन्हे ड्यूटी से अनुपस्थित माना जाएगा और उसके विरूद्ध आवश्यक कार्यवाही की जावेगी।
- 11. अनुबन्धकर्ता प्रभारी, सुरक्षा अनुभाग की अनुमति के बिना किसी भी सुरक्षा रक्षक को बदला नहीं जावेगा।
- सुरक्षा करते समय कोई भी अवांछित घटना घटीत होती है तो उसकी सूचना प्रभारी, सुरक्षा अनुभाग / प्रतिनिधि को देनी होगी तद्परान्त प्रभारी के निर्देशानुसार ही उस पर आवश्यक कार्यवाही की जावेगी।
- 13. संस्थान के सभी कार्यालय भवनों एवं प्रयोगशालाओं पर लगे तालों को प्रतिदिन कार्य समाप्त होने के रात्रि 10.00 बजे चेक करना होगा तथा कोई ताला खुला हुआ पाया जाता है तो उसकी सूचना तुरन्त प्रभारी, सुरक्षा अनुभाग को देनी होगी एवं उनके निर्देशानुसार ताला लगाना होगा।
- 14. संस्थान की सुरक्षा हेतु तैनात किये जाने वाले सुरक्षा रक्षको का पुलिस सत्यापन अनिवार्य है। साथ ही वे सुरक्षा एवं अग्नीशमन कार्य में पूर्ण प्रशिक्षित एवं अच्छी कद—काठी के हष्ट—पुष्ट, स्वस्थ, पढ़े—लिखे जिनकी उम्र 18 वर्ष से कम एवं 45 वर्ष से अधिक नहीं होनी चाहिए को सुरक्षा हेतु तैनात किया जाएगा। सभी सुरक्षा रक्षको के प्रशिक्षण प्रमाण—पत्र (Security and Fire fighting related certification/experience) की जांच प्रभारी, सुरक्षा अनुभाग द्वारा करने के उपरान्त ही उन्हें सुरक्षा कार्य हेतु तैनात किया जावेगा।
- 15. अनुबन्धकर्ता को सरकार के श्रम नियमों, ई.एस.आई. / ई.पी.एफ. जो भी लागू हो की पूर्ण पालना करनी होगी । साथ ही कोई भी सुरक्षा रक्षक 8 घण्टे से ज्यादा / डबल ड्यूटी नहीं करेगा। अगर ऐसा पाया जाता है तो उसकी ड्यूटी स्वीकार्य नहीं होगी और एक सुरक्षा रक्षक का वेतन काट लिया जावेगा।
- 16. संस्थान की सुरक्षा में तैनात सुरक्षो को प्रतिदिन वर्दी में उपस्थित रहना होगा जिस पर उनका नाम व गले में पहचान पत्र होना अनिवार्य है।
- 17. अनुबन्धकर्ता को संस्थान की सुरक्षा मे तैनात सुरक्षा रक्षको को वर्दी तथा सुरक्षा कार्य हेतु आवश्यक सामग्री जैसे– सीटी, टार्च, लाठी एवं आवश्यक हो तो वाहन उपलब्ध कराना होगा। बिना सुरक्षा सामग्री एवं वर्दी के किसी भी सुरक्षा रक्षक को स्वीकार नहीं किया जावेगा।
- 18. संस्थान की सुरक्षा का कार्य एवं गस्त प्रभारी, सुरक्षा अनुभाग के निर्देशानुसार होगी तथा सभी सुरक्षा रक्षको को प्रतिदिन सुरक्षा एवं गस्त की रिपोर्ट प्रभारी, सुरक्षा अनुभाग को देनी होगी।
- 19. कोई भी सुरक्षा कर्मी कार्य स्थल पर नशा नहीं करेगा तथा नशे की हालत में संस्थान में उनका प्रवेश वर्जित है।
- 20. सुरक्षा कार्य में किसी भी प्रकार की लापरवाही स्वीकार्य नहीं होगी तथा सुरक्षा रक्षको की लापरवाही से अगर संस्थान का नुकसान होता है तो उसकी भरपाई अनुबन्धकर्ता को करनी होगी।
- 21. अनुबन्धकर्ता को सभी प्रकार के श्रम नियमों की पालना करनी होगी तथा सुरक्षा रक्षकों को सरकार द्वारा निर्धारित श्रम नियमों के अनुसार भुगतान करना होगा जिसका उचित रिकार्ड रखते हुए संबंधित अधिकारियों से सत्यापन कराना होगा। अगर अनुबन्धकर्ता एवं सुरक्षा रक्षको के बीच भुगतान को लेकर किसी भी प्रकार का विवाद होता है तो उसके लिए संस्थान जिम्मेदार नहीं होगा और न ही संस्थान द्वारा किसी प्रकार का भुगतान दिया जावेगा। साथ ही किसी भी न्यायिक कार्यवाही के संस्थान को पार्टी नहीं बनाया जावेगा यह अनुबन्धकर्ता एवं सुरक्षा रक्षको का व्यक्तिगत मामला रहेगा।
- 22. अनुबन्धकर्ता / एजेन्सी / फर्म / कम्पनी द्वारा संस्थान में उपलब्ध करवाये गये चौकीदार का प्रत्येक माह काटे जाने वाले ई0पी0एफ0 / ई0एस0आई0 संबंधित कार्यालय में जमा करवाने के उपरान्त चालान की प्रतियाँ (प्रत्येक चौकीदार का अलग–अलग) (पिछले माह का अगले माह के बिल के साथ संलग्न करना होगा जैसे माह मार्च से अनुबन्ध जारी होता है तो अप्रेल माह के बिल के साथ प्रस्तुत करना होगा।) हर माह प्रस्तुत किये जाने वाले बिल के साथ संलग्न कर प्रस्तुत करना होगा। साथ ही अनुबन्धकर्ता द्वारा जमा करवाये जाने वाले जी0एस0टी0की सत्यापित प्रतिलिपि संलग्न करनी होगी।

- 23. उक्त अनुबन्ध कार्य/जॉब कोन्ट्रेक्ट हेतु संस्थान द्वारा किसी प्रकार की अग्रिम राशि देय नहीं होगी। स्वीकृत ठेका का कार्य आदेशानुसार पूर्ण होने के पश्चात् पूर्व प्राप्ति बिल 3 प्रतियों में श्रीमान निदेशक, केन्द्रीय भेड़ एवं ऊन अनुसंधान संस्थान, अविकानगर, तहसील मालपुरा, जिला टोंक, राजस्थान के नाम भुगतान हेतु संस्थान में प्रस्तुत करने पर निश्चत समय अवधि में किया जायेगा। प्रस्तुत बिल के साथ प्रभारी, सुरक्षा अनुभाग से कार्य सन्तोष–जनक पूर्ण करने की सीप्रकार की अग्रिम राशि देय नहीं होगी। स्वीकृत ठेका अनुसंधान संस्थान, अविकानगर, तहसील मालपुरा, जिला टोंक, राजस्थान के नाम भुगतान हेतु संस्थान में प्रस्तुत करने पर निश्चत समय अवधि में किया जायेगा। प्रस्तुत बिल के साथ प्रभारी, सुरक्षा अनुभाग से कार्य सन्तोष–जनक पूर्ण करने की मासिक रिपोर्ट/प्रमाण–पत्र दो प्रतियों में संलग्न करना आवश्यक होगा। बिना प्रमाण–पत्र बिल अग्रिम कार्यवाही के लिये नही भेजा जावेगा तथा भुगतान में किसी प्रकार का विलम्ब होता है तो उसकी जिम्मेदारी स्वयं ठेकेदार/अनुबन्धकर्ता की होगी।
- 24. अनुबन्धकर्ता/एजेन्सी/फर्म/कम्पनी को उसके द्वारा लगाये गये सभी प्रतिनिधियों को भुगतान प्रत्येक माह की 7 तारीख तक केवल एकाउण्ट पेयी चैक (मल्टीसीटी)/एन.ई.एफ.टी. द्वारा करना होगा। यदि अनुबन्धकर्ता की लापरवाही अथवा उसके द्वारा आवश्यक दस्तावेज प्रस्तुत न करने पर उसके बिल के भुगतान में विलम्ब होता है तो उस स्थिति में भी लगाये गये सभी प्रतिनिधियों को भुगतान प्रत्येक माह की 7 तारीख तक निश्चित रूप से करना होगा।बिलो का भुगतान केवल पुर्नभरण (Reimbursement) आधार पर ही किया जावेगा। भुगतान निर्धारित तिथि तक बिना किसी विशेष कारण के नहीं करने पर सक्षम अधिकारी महोदय पेनल्टी लगा सकते है।
- 25. आयकर या अन्य कोई कर इत्यादि की कटौती सरकारी आदेशानुसार एवं नियमानुसार अनुबन्धकर्ता / फर्म / एजेन्सी / कम्पनी द्वारा प्रस्तुत किए गए बिल में से की जायेगी।
- 26. कार्यावधि में ठेकेदार/फर्म/एजेन्सी/कम्पनी द्वारा लगाये गये प्रतिनिधियों/श्रमिकों इत्यादि को सॉप, बिच्छु या किसी जहरीले जानवर के काटे जाने या किसी भी प्रकार की दुर्घटनाग्रस्त होने पर संस्थान की कोई जिम्मेदारी नहीं होगी एवं पूरा खर्चा स्वयं ठेकेदार को वहन करना होगा तथा संस्थान द्वारा किसी भी प्रकार की राशि/क्षतिपूर्ति राशि देय नहीं होगी।
- 27. निविदादाता ठेकादार/फर्म/एजेन्सी/कम्पनी को एवं उसके समस्त प्रतिनिधियों/श्रमिकों को जो केन्द्रीय भेड़ व ऊन अनुसंधान संस्थान अविकानगर–त0 मालपुरा–टोंक–राजस्थान परिसर में कार्य कर रहे हैं उन्हें संस्थान के सुरक्षा नियमों की पालना करनी होगी तथा ठेकेदार/फर्म/ऐजेन्सी/कम्पनी को उनके द्वारा लगाये गये सभी प्रतिनिधियों/श्रमिकों का पहचान पत्र/गेट पास संस्थान के सुरक्षा अनुभाग से स्वयं के खर्चे पर बनवाना होगा।
- 28. यह अनुबन्ध कार्य कार्य–आधार पद्धति (Work Contract Basis)पर आवंटित किया जायेगा।
- 29. अनुबन्ध कार्य पर जी0एफ0आर0 2017, मेनुअल फॉर प्रोक्यारमेण्ट ऑफ गुड्स एवं सर्विसेज 2017 एवं समय—समय पर भारत सरकार द्वारा जारी आदेश एवं संशोधन लागू होंगे।
- 30. सभी विवादों को निपटाने का क्षेत्राधिकार अविकानगर (मालपुरा), होगा तथा Decision of Director, Institute shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any on the contract will be settled at his/her level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Secretary, ICAR/Representative. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.

#### <u> दण्ड प्रावधान (Penality Clause)</u>:-

- अनुबन्ध की अवधि के दौरान संस्थान परिसर / कार्यालय में होने वाली किसी भी प्रकार की चोरी / नुकसान की समस्त जिम्मेदारी अनुबन्धकर्ता की होगी तथा उसकी भरपाई अनुबन्धकर्ता को करनी होगी। साथ ही इसके लिए की जाने वाली समस्त कानूनी कार्यवाही अनुबन्धकर्ता को अपने स्तर पर करनी होगी जिसके लिए संस्थान द्वारा किसी प्रकार का भूगतान देय नहीं होगा। नुकसान का आकलन सक्षम अधिकारी महोदय द्वारा किया जावेगा।
- सुरक्षा कार्य के दौँरान कोई भी सुरक्षा कर्मी कार्य से अनुपस्थित, नशे की हालात में पाया जाता है अथवा सोता हुआ पाया जाता है तो उसका उस दिन का भुगतान देय नहीं होगा तथा प्रतिदिन प्रति सुरक्षा कर्मी के 1000 / – रूपये दण्ड स्वरूप वसूले जाएगें।
- 3. अनुबन्ध की अवधि में संस्थान परिसर में कोई पेड़ काटता है अथवा लकड़ी की चोरी होती है तो उसकी समस्त जिम्मेदारी अनुबन्धकर्ता की होगी तथा नुकसान की भरपाई अनुबन्धकर्ता को करनी होगी। नुकसान का आकलन सक्षम अधिकारी महोदय द्वारा किया जावेगा।
- 4. संस्थान परिसर से आवारा जानवर जैसे–नीलगाय, कुत्ते, बकरियाँ, गाय–भैंस इत्यादि भगाने होंगे तथा अगर प्रभारी, सुरक्षा अनुभाग को संस्थान परिसर में आवारा जानवर पाये जाते है तो रूपये 25 / – प्रति जानवर के हिसाब से जूर्माना लागू होगा जिसे आपके देय बिल में से काटा जावेगा।

## Annexure - I

# भा.कृ.अ.प.—केन्द्रीय भेड एवं ऊन अनुसंधान संस्थान, अविकानगर तहसील—मालपुरा, जिला—टोंक, राजस्थान—304 501

#### क्रमांकः 6(155)SP/08//Part/

दिनांकः 08.02.2021

## <u>निविदा स्वीकारोक्ति पत्र (Tender Acceptance letter)</u>

From .....

То

Director Central Sheep & Wool Research Institute, Avikanagar Tehsil Malpura Distt. Tonk (Raj.) 304501

- 1. I/We have read all the particulars regarding the General information and other terms and conditions of the contract for PROVIDING SECURITY SERVICES On Job Contract Basis at ICAR-Central Sheep & Wool Research Institute, Avikanagar and agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in Schedule-I to this Tender and I/we agree to hold this offer open till 180 days. The rates quoted will be valid for a period of three years in the event of award of the Contract which may be extended by competent authority on mutual consent. I/We shall be bound by a communication acceptance dispatched within the prescribed time.
- 2 I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
- 3. The following pages have been added to and form a part of this Tender ...... The Schedules-I & II to accompany this Tender are at pages .....
- 4. Every page so attached with this Tender bears my signature and the office seal.
- 5. Pay order *I* DD No. ..... of Rs. \_\_\_\_\_/- drawn in favour of ICAR UNIT CSWRI, Avikanagarand payable at State Bank of India, Malpura (Dist.-Tonk, Rajasthan) is enclosed as earnest money required.

Yours faithfully

	Signature & Seal of the Tenderer
Witness	Telephone No. Office
Address	Residence No.
Occupation	Mobile No.
Signature of witness to contractor's signature	
Name & address of Witness	
Occupation	
Telephone No.Office/Resi/Mobile	

1.	Name of the Firm/Agency	
2.	Full address with Telephone	
3.	Constitution of the Firm/ Agency (Attached copy) Indian Companies Act, 1956 Indian Partnership Act, 1932 (Please give names of partners) Any other Act, if not, the owners	
4.	For Partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender.	
	<ul> <li>i) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the Tenders to refer dispute condemning business of the partnership to arbitration.</li> </ul>	
	<ul> <li>ii) If the answer to above is in point one and two the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partner</li> </ul>	
5.	Name and Full Address of your Banker's Along with Bank A/c No. & IFC code No.	
6.	Your Permanent Income Tax No. /Circle/Ward	
7.	Any other relevant information PART -	
8.	Earnest Money Deposited PART -	Yes/No
9.	Name and Address of the firm's representative and whether the firm would be representing at the opening of the Tenders	• ###
10.	Name of the Permanent Representative to visiting CSWRI, Avikanagar, regarding the contract	

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

AUTHORISED SIGNATORY

Please add supplementary pages to be numbered wherever needed by the Tenderer.

SCHEDULE -- II

दूरभाषः 01437.220177



केन्द्रीय भेड़ एवं ऊन अनुसंधान संस्थान अविकानगर, तह0 मालपुरा, जिला–टोंक (राजस्थान) – 304501 Central Sheep & Wool Research Institute Avikanagar, Teh.Malpura, Dist.Tonk (Rajasthan) – 304501



### निविदा के साथ निम्नलिखित दस्तावेज / सूचनायें प्रस्तुत करें THE FOLLOWING DOCUMENTS/INFORMATIONMAY BE FURNISHED

S.No.				To be filled/attached	
1.	Registration certificate of the firm under the work contract of the Govt. of India/State Govt.			Copy of the certifi	cate enclosed
2.	Turnover the firm during the last three financial year (not less than 0.5 cr.)			Rs Rs Rs	
3.	Last three years continuous experience of the firm in the OFFICE establishment/Autonomous bodies of Govt. of India/Corporations organizations"			E of providing such servic s of Govt. of India/ require	ed public or private
	Name of the Deptt./Organisation & Name of contract Person with Ph. No.	Period		No. of staff deployed	Remarks
		From	То		
	i)				
	ii)				
	iii)				
4.	Certified Balance Sheet of the service contract by the chartered		three years of the		
5.	Duly certified copies of the satisfactory services where the Tenderer is providing the services for the last three years.				
6.	Employee EPF registration certif	icate			
7.	Employee ESI registration certificate				
8.	The contractor/agency must have a registration with the Contract Labour (Regulation and Abolition) Act 1970. The contractor shall obtain the labour licence under this Act				
9.	Nos. Of staff/Supervisors registered under ESI/EPF separately. Minimum 70 No. (Staff Supervisor) required with their ESI & EPF contribution. Documentary proof of vouchers to be required and may be attached.				
10.	GST registration certificate issued by Govt. etc.				
11.	Any other relevant information.				

(Authorised Signatory)

Signature\_\_\_\_\_ Name & Address of the Firm\_\_\_\_\_ Telephone No.\_\_\_\_\_ Mobile No.\_\_\_\_\_

## NON BLACKLISTING CERTIFICATE

[To be submitted on letterhead]

I/We hereby certify that the [Name of the company / firm] has not been ever blacklisted/ debarred by any Central / State Government / Public Undertaking / Institute on any account.

I/We also certify that firm will supply the item as per the specification given by ICAR-CSWRI, Avikanagar and also abide all the terms and conditions stipulated in Contract.

I/We also certify that the information given in bid is true and correct in all aspects and in any case at a later date it is found that any details provided are false and incorrect, contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and ICAR-CSWRI, Avikanagar may imposed any action as per NIT rules.

Date : Place : Name : Business Address : Signature of Bidder : Seal of the Bidder :

## **Annexure -III**

# **CERTIFICATE OF NO DEVIATION**

[To be given on letter head]

NIT No.:

I/We, M/s\_\_\_\_\_\_ hereby certify that notwithstanding any contrary indication / conditions elsewhere in our offer documents, I/We have neither set any terms and conditions nor there is any deviation taken from the conditions of CSWRI, Avikanagar tender specification, either technical or commercial, and I/We agree to all the terms and conditions mentioned in CSWRI, Avikanagar tender specification with associated amendments & clarification.

[Signatures of the Bidder with Name, Designation & Company's Seal]

Annexure-IV

# Information on litigation

S.No.	Aggrieved parties	Court which is handling the case	Amount involved	Year of litigation	Current status (Resolved/pending)
		nundning the cuse			(Resolved pending)

Signature of bidder with seal and date

### ANNEXURE-V

Bid Securing Declaration Form [*To be submitted on letterhead*]

NIT No.:\_\_\_\_\_

Date: \_\_\_\_\_

То

(insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 01year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i)

fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: in the capacity of	(insert signature of person whose name and capacity are shown) (insert legal capacity of person signing the Bid Securing Declaration)		
Name:	nsert complete name of person signing he Bid Securing Declaration)		
Duly authorized to sign	the bid for an on behalf of	(insert complete name of Bidder)	
Dated on	day of	(insert date of signing)	

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

## Shedule Job – Chowkidar CSWRI Avikanagar (Raj.)

S. No.	Description	Application wages and other Social Obligation etc. for each semi-skilled
		JOB -2
A	a. Monthly Rate	Rs.11250
В	b. ESI Contribution Employee @ 0.75%	Rs.84.38
С	c. EPF Contribution Employee@ 12%	Rs.1350
D	Net Payable to Labour	Rs.9816
Е	<ul> <li>*Services charges Including Social Security Obligation of Contractor</li> <li>i)EPF Contribution of Employer (Contractor)</li> <li>@13.00% (12% + 1.00 % departmental charges)</li> <li>ii) ESI Contribution of Employer (Contractor) @3.25%</li> <li>iii) Serivce Charges</li> <li>of Contractor (To be quoted by the contractors/bidders in BOQ sheet)</li> </ul>	Rs.1462.5 Rs.365.63 Rs
GST/ Income Tax if any (to be paid by the contractor)	As per Govt. of India norms charge extra.	As per Govt. of India norms charge extra.

Note : i. The Rates quoted are inclusive of Weekly off. For calculation per day etc. wages the formula will be as under i.e. 11250/30

ii. Income tax will be deducted as per govt. rule per month from the contractor's bill.

iii. Minimum wages/GST/ESI/EPF etc. rates may be revised as per instructions of GOI.

Signature ------Name & Address of the firm------Telephone NO./Mobile No. -------

दूरभाष ः 01437—220177 फैक्सनं. 91—01437—220163







## SAMPLE FORMAT OF FINANCIAL BID

### (For CSWRI Avikanagar (Raj.)

То

The Director Central Sheep & Wool Research Institute, Avikanagar Tehsil Malpura Distt. Tonk (Raj.)

Sir,

I/We wish to submit our Tenders for ANNUAL CONTRACT FOR PROVIDING SECURITY SERVICES On Job Contract Basis at ICAR-Central Sheep & Wool Research Institute, Avikanagar as per detailed mentioned in the table on the following rates.

No.	Particulars	Service Charges for SECURITY SERVICES as per tender documents job (in rupees per Chokidar per month)
1	2	4
1.	Monthly service charge ANNUAL CONTRACT FOR PROVIDING SECURITY SERVICES On Job Contract Basis at ICAR-Central Sheep & Wool Research Institute, Avikanagar in accordance with the highest Standards of Allied Services and as per the terms and Conditions specified in the Tender.	Service charge to be quoted <b>in BOQ</b> <b>sheet seperately</b> in rupees per chokidar per month only

I/We agree to forfeit the earnest money and security money deposited by me/us in connection with this tender if I/We fail to comply with any of the terms and conditions in whole or in part lay down in the Tender form.

We have carefully read the terms and conditions of the Tender and are agreed to abide by these in letter and spirit.

Signature
Name & Address of the firm
Telephone No.
Mobile No.

#### JOB WORK/ SERVICE CONTRACT FOR "PROVIDING SECURITY SERVICES" AT CSWRI, AVIKANAGAR. DRAFT SPECIMEN AGREEMENT

WHEREAS the CSWRI desired to avail the security on job/service contract basis for the purpose of carrying and watch and ward of their property etc.

#### NOW THEREFORE it is agreed by and between CSWRI AND THE AGENCY as under:-

- 1. That the Security agency shall carry out the security and watch and ward of the Sheep and Wool Research Institute, Avikanagar-304501 (Rajasthan) as per the requirements and instructions given to them by the authorities of CSWRI from time to time for a period three year w.e.f..... until further orders.
- That a list showing the jobs to be carried out by the Agency is attached as Annexure-I. However, these are only guidelines. Additional jobs or modifications in the job will be carried out with the approval of the authorities of the CSWRI.
- 3. That the Agency shall render the services on the job contract basis at the rate of ....../- per Chokidar per month (Rupees ...... only) which includes EPF contribution, ESI contribution and any other statutory provisions and liabilities to be discharged by the Security Agency.
- 4. That Security guards to be deployed shall be robust ex-servicemen/experience with good health and clean record and between **18 to 45** years of age. The watch and ward will be round the clock and 07days of the week and shall be changed as per requirement of the CSWRI from time to time. In case there is any change in employment of the Security guard, such change shall be intimated to the Agency in writing well in advance.
- 5. That the Agency shall employ its own staff/employees as may be required for the purpose of execution of the work which shall be subject to the approval of the CSWRI authorities.
- 6. That the Agency agrees to discharge all its legal obligations to its employees in respect of their wages and other service 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. statutory obligations under Contract Labour (Regulation & Abolition) Act 1970 Minimum Wages Act. Workmen's Compensation Act, EPF & MP Act, Industrial Dispute Act etc. The Security Agency agrees to indemnify and keep indemnified the CSWRI from any claims, loss or damages that may be caused to the CSWRI on account of the Security Agency's failure to comply with their obligations under the various laws towards their staff/employees employed by them or any loss or damage to CSWRI due to acts / omissions of the Agency.
- 7. That the stationery items like registers, scales, writing pads, pencils, staplers etc. will not be provided by the CSWRI and Uniforms will not be allowed to be washed in the CSWRI premises. The uniform of the security personnel's and other related items as mentioned above will be provided by the Security Agency. The CSWRI have to pay only the amount which has been agreed to as per items no.03. Torch, Lathi and whistle shall also be provided by the Security Agency along with Uniform including shoes.
- 8. That the security agency shall submit its bills after the completion of each month during the first week of the following month of the services rendered previous months to the Director, CSWRI, Avikanagar-
- 6. The payment will be made through E-Payment on receipt of confirmation regarding satisfactory execution of services by the officer authorized for this purpose. In case, the services are not provided up to the satisfaction of the authorities, suitable deduction will be made from the payment at the discretion of Director, CSWRI, Avikanagar, whose decision shall be final and binding on the Security Agency. The bankers detail i.e. Account Number, Bank name with branch and IFSC Code should be clearly mentioned on the bill for effecting E-payment.
- 9. That the Security Agency agrees to get all the security staff members and their employees insured against any liability arising under the Workman's compensation act or under the common law. The security agency agrees to indemnify against any claim that the CSWRI may have to meet in respect of its staff members and / or Workman / employees on account of any accident or for any other reason.

- 10. That it is further clarified that under no circumstances, the staff member and / or the Workmen /employees of the Security Agency shall be treated, regarded or considered or deemed to be the employees of the CSWRI and the Security Agency alone shall be responsible for their remuneration, wages and to their benefits and services conditions of all the employees deployed by the agency and shall indemnify and keep indemnified the CSWRI against any claim may have to meet towards the employees of the Security Agency.
- 11. That further, it is agreed that the Security agency will ensure that no theft or damages to the CSWRI property should take place during the tenancy of the service contract of the Security Agency. In case any theft or damage to the CSWRI Property occurs during the service contract period due to the negligence of the security staff / employees of the Security Agency, the security agency shall be held responsible for such losses and damages, if after a properly constituted enquiry (consisting of two members of the CSWRI and one member of the security agency) come to the conclusion that the loss is attributable to the negligence on part of security personnel of the security agency, the estimated amount of loss shall be realized from the monthly bill of the security agency. The Security Agency shall attend all the police cases from time to time during the contract period, if required.
- 12. That the Security Agency will provide the Security Services at the rates mentioned in the foregoing paragraph round the clock in three shifts running from 8.00 a.m. to 4.00 p.m., 4.00 p.m. to 12.00 a.m., 12.00 a.m. to 8.00 a.m. The Security Supervisor of the Security Agency should be present to supervise the security work invariably between the shifts from 8.00 a.m. to 4.00 p.m., 4.00p.m to 12.00 a.m.and 12.00 a.m. to 8.00 am.
- 13. That if any question or dispute arise between the parties hereto or their representatives with respect to the meaning or effect of any clauses of this agreement or about the rights of liabilities of the parties hereto, then such a question or dispute shall be referred to the arbitrator and such arbitrator shall be appointed by the CSWRI and the award shall be governed by the provisions of the Arbitration & Conciliation Act 1996 in force in Indian Union for the time being and shall be binding on both the parties hereto.
- 14. That notwithstanding anything contained in clause 13, it is expressly agreed and understood that the CSWRI at its sole discretion will terminate the agreement in case of following contingencies:
- a) If the security agency fails to execute the work entrusted to the satisfaction of the One Part of which the One Part /First Party shall be the sole judge.
- b) If the security agency fails to discharge its legal obligations towards the employees security personnel employed at One Part / First party premises.
- c) If for any reason whatsoever, the security agency is not able to perform their part under this agreement for continuous period of ten days or more.
- d) If the security agency commits breach of any of the clauses of the agreement.
- e) If the One Part / First Party is required to pay any damages and / or compensation and / or any payment to their customers / visitors on account of any negligent action and / or misbehavior on part of the security agency.
- f) If the security agency is unable to give proper account of tools, equipments etc. entrusted to them for their custody and fail to return when demanded for the execution of work under this agreement.
- g) The Security agency shall inform the One Part / First Party immediately of their having been granted the approval by the Government of India to operate as Private Security Guards Agency under regulation of Employment and Welfare Act 1981. The Security Agency shall obtain the license under section 12 of the contract labour (Regulation & Abolition) Act 1970 from the Competent Authority and shall also keep them registered with any other concerned authority as required by any other law. During the currency of agreement Security Agency shall have license under section 12 of the Contract Labour (R&A) Act 1970. In default of these agreement will be liable to be terminated.
- h) The One Part / First Party will not be made liable to answer any officials under Security Funds board...... It shall be the sole responsibility of the security agency to satisfy any of the

officials of the Security Guards Board.

- i) Under no circumstances, the One Part / First Party shall be made liable or additional monetary involvement than what has been mutually agreed.
- 15. OBLIGATIONS:
- i) The Security Supervisors and Security guards on duty must possess cap, proper uniform, Lathi, whistle, torch light, name badge, shoes and identity card etc.

- ii) No Security Supervisors / Security guards should perform double duty, in case they are found performing double duty or remain absent from the duty a penalty of double the wages shall be recovered from the security bill.
- iii) A daily list of Security Supervisor and Security Guards on duty should be provided to this office.
- iv) A detailed list of Security Supervisor and Security Guards along with their P.P.O., photographs attested by the agency including permanent address should be provided to the office in original along with Xerox copies for record before taking over the charge of security. The same will apply to all guards / supervisors, if changed during the contract period.

In case of any of the above contingencies, the One Part / First Party will have the right to terminate this agreement forthwith without notice and will not be liable to any damages and / or loss which may be suffered by the Security Agency on account of termination of this agreement.

IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

For and on behalf of Secretary, ICAR/CSWRI

Head of Office For and on behalf of the Director, CSWRI, Avikanagar - 304501 Name & Designation and Stamp/seal Signature of Witness 1 :

Name: Address:

Signature of Witness 2 : Name: Address: For and on behalf of The Security Agency

Authorized Signatory on behalf of the Agency Name & Designation and Stamp/seal

Signature of Witness 1 :

Name: Address:

Signature of Witness 2 : Name: Address: