



भा.कृ.अनु.प.-केन्द्रीय उपोष्ण बागवानी संस्थान
रहमानखेड़ा, डाकघर काकोरी, लखनऊ-226 101 (भारत)
ICAR-Central Institute for Subtropical Horticulture
Rehmankhhera, P.O. Kakori, Lucknow - 226 101 (India)



TENDER DOCUMENT

SERVICE CONTRACT FOR PROVIDING SECURITY SERVICES
AT ICAR-CISH, LUCKNOW (UTTAR PRADESH)

Contact Details :
Senior Administrative Officer,
ICAR-Central Institute for Subtropical Horticulture,
Rehmankhhera, Lucknow - 226101
Tel: 0522-2841022 Fax: 0522-2841025
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**ICAR-CENTRAL INSTITUTE FOR SUBTROPICAL HORTICULTURE
REHMANKHERA, KAKORI, LUCKNOW-226101
E-TENDER NOTICE**

F.No. 12-129/W/2020

Dated: 07.10.2020

Sub: Service Contract for providing security services at ICAR-CISH, Lucknow-226101 (U.P.) -
Invitation of E-Tender.

The Central Institute for Subtropical Horticulture (CISH) invites OPEN TENDER IN TWO BIDS (TECHNICAL AND FINANCIAL) system through e-tendering from reputed firms with adequate experience and financial capability for providing the security services at 1) CISH Rehmankhera campus, Kakori 2) Raebareli Road campus, near Telibagh, Lucknow

The open tender enquiry document contains the following:-

CRITICAL DATA SHEET(SECTION)

TENDER NUMER	
TENDER COST	NIL
DESCRIPTION OF WORK	Contract for providing security services at CISH Rehmankhera campus, kakori & Raebareli Road Campus
TYPE OF TENDER	Two bid system (Technical & Financial)
BID SUBMISSION START DATE AND TIME	07.10.2020 and 12:00 PM onwards
PRE BID CONFERENCE	16.10.2020 and 11:00 AM
BID SUBMISSION END DATE AND TIME	27.10.2020 and 2:00 PM onwards
DATE AND TIME OF OPENING OF TENDERS (TECHNICAL BID)	29.10.2020 and 2:00 PM onwards
DATE AND TIME OF OPENING OF TENDER (FINANCIAL BID)	Will be notified later
VENUE OF OPENING OF FINANCIAL BID	Committee Room, CISH, Rehmankhera, Lucknow.
BID VALIDITY	90 days from the date of Technical Bid opening
EMD	Rs.20,000/- (Rupees Twenty Thousand Only) in the form of Demand Draft/BC in favour of ICAR Unit CISH payable at Lucknow.
EMD VALIDITY	90 days from the date of Technical bid opening

SECURITY DEPOSIT (SD)/PERFORMANCE BOND (PB)	10% of the total contract value (Annual)/Bank guarantee in favour of ICAR CISH Unit, Lucknow payable at Lucknow
VALIDITY OF SD/PB	60 days after the expiry of the contract
SUBMISSION OF BIDS	Online bids (Technical & Financial) uploaded on CPP Portal (www.eprocure.gov.in/eprocure/app) from 07.10.2020 to 27.10.2020 upto 2.00 PM. Hard copy of the tender must also be submitted along with the EMD in acceptable form to ICAR-CISH, Rehmankhara, Kakori-226101 before the closing date and time.
DETAILS OF TENDER	Tender Documents and Notice are also available on CISH website www.cish.res.in

(R. N. Mallik)
Sr. Adm. Officer

**ICAR-CENTRAL INSTITUTE FOR SUBTROPICAL HORTICULTURE
REHMANKHERA, KAKORI, LUCKNOW-226101**

TENDER NOTICE

F.No. 12-129/W/2020

Dated: 07.10.2020

The Central Institute for Subtropical Horticulture (ICAR) invites OPEN TENDER IN TWO BIDS (TECHNICAL AND FINANCIAL) system through e-tendering method from reputed firms with adequate experience and financial capability of providing the security services at ICAR-CISH's Rehmankhara campus & Raebareli Road Campus, Lucknow. Eligible firms may submit tenders/bids online on CPP Portal (www.eprocure.gov.in/eprocure/app) from 07.10.2020 to 27.10.2020 upto 2.00 PM. Tenderers are required to submit all other documents both in online and in hardcopy to the ICAR-CISH, Rehmankhara, Kakori, Lucknow before tender closing date. Details can be obtained from <http://www.cish.res.in> and <https://eprocure.gov.in/>

(R. N. Mallik)
Sr. Adm. Officer

Dear Tenderer,

.....
.....

Online bids are hereby invited on behalf of the Director, ICAR-CISH, Lucknow for contract for providing security services at ICAR-CISH, Rehmankhara, Kakori-226101 & Raebareli Road Campus, near Telibagh-226002. The terms and conditions of the contract which will govern are those contained in the General Conditions of Contract applicable to the contracts placed by the CISH and detailed in the tender forms. Please submit your rates in the tender form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules. Please **submit your financial bid online and all other documents required to be submitted both online and in hardcopy at ICAR-CISH, Rehmankhara, Kakori, Lucknow before tender closing date.**

1. An earnest money of Rs.20,000/- (Rupees Twenty Thousand only) must be deposited in the form of demand draft/pay order in favour of ICAR Unit CISH, Lucknow payable at Lucknow. The particulars of the earnest money deposited must also be mentioned on the top of the envelope by indicating the draft/pay order number and date, failing which the Tenders will not be opened. The agencies which are exempted from submission of EMD, should enclose a valid exemption certificate to this effect. The Tenders will not be considered if earnest money deposit/exemption certificate is not attached with the Tenders. The EMD shall be refunded to unsuccessful firm without paying any interest by the ICAR-CISH.
2. The firm is being permitted to submit e-tender in consideration of the stipulations on its part that after submitting tender, it will not withdraw from offer or modify the terms and conditions thereof. If the firm fails to observe and comply with the foregoing stipulation, the aforesaid amount of EMD will be forfeited by the CISH. In the event of the offer made by the firm not being accepted, the amount of earnest money deposited by the firm will be refunded to it after applying for the same, in the manner prescribed by the CISH.
3. The contract will be initially for a period of one year extendable for a further period of two years (total up to three years) on year to year basis, subject to satisfactory performance and willingness to continue on mutually agreed terms.
4. The Director, ICAR-CISH 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, not mandatory to be communicated to the Tenderer.
5. Decision of the Director, ICAR-CISH will be final for any aspect of the contract and binding on parties. Disputes arising, if any, on the contract will be settled at his/her level and will not be referred to arbitration.
6. Acceptance by the Institute will be communicated by email/ fax/ letter or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the email/ fax/letter should be acted upon immediately.
7. **Submission of Essential Documents (For Technical Bid Evaluation) :** The following documents must be enclosed with the Tender form for technical evaluation of the bids:

- i. Registration certificate of the firm under the work contract of the Central Government / State Government along with a valid certificate under the Private Security Agencies (Regulation) Act, 2005.
- ii. Certified copy of Accounting statements of the firm for last 3 years (2017-18 to 2019-20) by the Chartered Accountants. Average annual turnover during last three years should be Rs. 50 lakhs and above.
- iii. Experience certificate for last three years (2017-18 to 2019-20) 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.
- iv. Year wise experience certificate with clear indication of "Satisfactory Services" for the last 3 years (2017-18 to 2019-20) must be provided.
- v. EPF registration certificate issued by Govt. of India/State Government.
- vi. ESI registration certificate issued by Govt. of India/State Government.
- vii. Documentary proof of minimum 50 nos. (Security Guards/Supervisors) registered under ESI & EPF.
- viii. The firm must have registered for Service tax/GST.
- ix. 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 a certificate indicating that there is no criminal/ legal suit pending or contemplated against them.
- x. Copy of valid ISO certificates, if any.
- xi. Bid security (EMD) of Rs. 20,000/-(Rupees Twenty thousand only) in the form of Demand Draft/Pay order/ Banker Cheque issued by any nationalized/ scheduled commercial bank in favour of "ICAR-CISH Unit, Lucknow", payable at Lucknow or exemption certificate.

Yours faithfully,

(R. N. Mallik)
Sr. Adm. Officer

GENERAL INFORMATION & OTHER TERMS AND CONDITIONS OF THE CONTRACT FOR PROVIDING SECURITY SERVICES AT ICAR-CISH, REHMANKHERA & RAEBARELI ROAD CAMPUS, NEAR TELIBAGH, LUCKNOW

Scope of Work: The work of providing of security services at ICAR-CISH, Rehmankhera & Raebareli Road Campus, near Telibagh shall have to be undertaken as detailed in ANNEXURE-I:

Rehmankhera Campus: The main campus of the institute is located approx. 30 Kms away from Lucknow city in Rehmankhera village/locality on Hardoi Road. The entire campus is divided into 4 blocks (Block 1st, 2nd, 3rd & 4th) having total area of approx. 132.5 Hectares.

First Block: First Block of Rehmankhera located on Hardoi Road has boundary wall made of bricks up to 6 to 8 feet height having single gate for entry and exit. There are mango orchards, litchi orchards, Nurseries, Green Houses, Hydroponic Systems, Staff Quarters, Farm Office, Bank Branch, BSNL Office, etc.

Second, Third & Fourth Block: Boundary of the second block to fourth block has been covered with barbed wire fencing having single gate for entry and exit. Campus has thousands numbers of mango/guava/jack fruit/aoval/bael and other fruits trees, Farm Offices, Laboratories, Buildings, Green House, Electric Substation, Farm Store, Canteen etc.

R. B. Road Campus: Raebareli Road campus, Lucknow is spread over an area of 13.2 hectares comprising Farm, Nursery, Guest House and Residential Quarters. It has presently two gates open for entry and exit purpose. This campus has boundary wall made of bricks.

Site Visit: The bidder, at the bidder's own responsibility and risk, may be encouraged to visit at their own cost and examine the site of required services and its surrounding and obtain all information that may be necessary for preparing the bid and entering into a contract for the services.

Pre-Bid Conference: The firms are requested to attend the pre-bid conference on the place and time specified who are willing to participate in the tendering process for clarifying issues and clearing doubts, if any.

Bidders are advised to written queries in advance of the conference enabling purchaser to examine and present replies in the pre-bid conference. The techno-commercial requirement/terms and conditions can be revised after conference if considered necessary by way of issue of a formal corrigendum to be published on CPP Portal/website of the institute.

1. Total Lump Sum Charges quoted in the financial bid shall be the primary criteria for selecting the firm. The Firms have to quote wages, allowances, other statutory benefits and Service Charges for both campus viz Rehmankhera & Raebareli Road separately per month as indicated in the Financial Bid, to be levied by them for providing the service. The firm has to undertake entire campus under security cover on the total rates quoted by them excluding the GST. No change/revision whatsoever in Lump Sum charges once quoted shall be admissible during the tenure of tender under any circumstances.
2. Services should be carried out without causing any damage to the ICAR-CISH properties. In case, any damage is caused by the workers/guards deployed by the contractor to do the work of security at Rehmankhera Campus & Raebareli Road Campus, the same shall be made good by the contractor. The firm shall also have to ensure that there is no theft of the moveable or anything attached to immovable property at Rehmankhera Campus & Raebareli Road Campus. In case any such theft occurs, the responsibility for the same shall rest with the firm and the firm shall have to make good the loss caused to the ICAR-CISH on account of such theft. For this purpose, the firm shall keep strict vigil on all entry points with a view to preventing entry of unscrupulous elements into the Campus.
3. The contractor shall not sublet the work without prior written permission of the Institute.
4. Payment for security service bill will be made monthly upon submission of pre-receipted bill.
5. The contract can be terminated by giving one month notice to the firm, if the services of the firm are not found satisfactory.
6. All the personnel deployed will perform their duty in proper uniform and will maintain a smart turn out. The firm shall, at its own cost, provide suitable uniforms (both Summer and Winter) to the personnel with identity cards. All essential items for security services personnel like Torch, Lathi,

- Umbrella, whistle, gum boot, etc. will be provided by the firm at its own cost.
7. The Security Services shall have to be provided for the entire locality of the CISH's Rehmankhara Campus & Raebareli Road Campus (24 hours x 7 days) both inside and at its main gates. The Campus can be inspected by the officers of the institute at any time.
 8. That the contractor shall submit the proof of having deposited the amount of ESI and EPF contribution towards the persons deployed at Rehmankhara Campus & Raebareli Road Campus in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so the amount towards the bill for the current month will be withheld till submission of required documents.
 9. The firm shall employ good and reliable persons with robust health and clean record preferably with in the age group of 21 to 55 years. The security men to be deployed must have high school/10th Class pass certificate and copy of educational certificate will have to provide along with details of guards at the time of commencement of contract. In case any of the personnel so provided is not found suitable, the Institute shall have the right to ask for their replacement without giving any reasons therefore the firm shall, on receipt of a written/oral communication, will have to replace such persons immediately. The guards/workers should be able to communicate in Hindi and also in English, if possible.
 10. The contractor shall make payment of wages by Cheque/RTGS (to those employees having bank account) to his personnel engaged by him by 7th of the following month in the presence of an officer designated for this purpose by competent authority, so that there is no disruption in the performance of duties. Wages should be according to Minimum Wages Act and other statutory Acts applicable for GOI/Uttar Pradesh. The Institute reserves the right to check periodically payment of wages made by the contractor to security personnel deployed.
 11. The tenderer should fill the financial bid as indicated at Annexure II indicating the amount in absolute rupees as Lump Sum charges on monthly basis. The CISH shall not bear any extra charge on any account whatsoever i.e. EPF contribution, Uniform, Liveries, OTA etc.
 12. The tender document duly signed on all pages shall be submitted along with the technical bid, failing which the technical bid shall not be considered.
 13. The contractor shall maintain register for making the attendance by SG/Supervisor deployed by him, which can be seen/verified by the Caretaker or an authorized officer of the institute periodically.
 14. The contractor shall issue photo I-card to the personnel deployed in the campus for performing duty, which will be duly signed by him and displayed by them on their persons while they are in duty.
 15. Rest Room for guards, if needed, can be provided subject to availability and on payment of charges on monthly basis by the agency.
 16. The contractor will discharge all his legal obligations in respect of the workers/guards 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 Institute from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of the Director, CISH shall be final and binding on the contractor.
 17. The selected firm shall provide the necessary personnel for providing Security services at Rehmankhara Campus & Raebareli Road Campus as detailed in the scope of work as per Schedule- I of the tender document.
 18. The firm will be bound to follow all the rules and regulations, guidelines etc as per the Labour Acts prevalent in all Government of India/ Uttar Pradesh and amendments & modifications there on from time to time during the contract period.
 19. TDS will be deducted from the payments due for the work done as per rule.
 20. Security guards deployed should not leave their points unless and until the reliever comes for shift duties. Security supervisor will maintain all the registers, which shall be kept at main gate.
 21. Security guard/supervisor have to verify all the office buildings, rooms after 6.00 PM to ensure as to whether all building is locked properly. From 10.00 PM to 6.00 AM, one security supervisor must be on patrolling duty in the campuses by rotation and while patrolling he should check all

- the buildings locks including pump houses, Solar Panels on rooftop of buildings, Store, Farm Offices, Greenhouses/ polyhouses in field areas, parking areas.
22. Security guard/supervisor should not give lenient or casual impressions in the duties and they should be alert and attentive. They should observe movement of all the staff, labourers and visitors etc. & register the same. They should not allow anybody with vehicles to office or inside the campus without proper entry in the visitors registers. All the vehicles are to be parked in the parking place only. The vehicle should be checked by the Security Guard on duty while coming inside and while going out also.
 23. Proper entries are to be made while handing over key to any staff of the institute and while taking over too. The security personnel should follow strict attendance and alternative arrangements are to be made by the firm whenever any Security Supervisor/Security Guards going on leave under intimation to this office. Changing of Security Supervisor/Security Guards shall be intimated to the Caretaker/authorized representative of the Institute.
 24. Patrolling to the identified points as per mentioned in ANNEXURE-I to be carried out. The Security staff should follow the codal formalities of Security System while on duty.
 25. The Security personnel should ensure that proper gate pass has been issued by the competent authority for the items taken out of the campus. In case of any doubts, they should immediately contact office-in-charge, Security.
 26. It will be the duty of the Security Firm to keep entire Rehmankhara Campus & Raebareli Road Campus free of stray dogs. Any misconduct/misbehavior on the part of manpower deployed by the firm will not be tolerated and such persons will have to be replaced immediately.
 27. Only those firms will be considered for financial bid who will qualify in the technical bid. Successful Tenderer will have to enter into a detailed contract agreement with CISH on non-judicial stamp paper of Rs. 100/- for the work. Specimen copy of the agreement is at ANNEXURE - III.
 28. ICAR- CISH reserves the right to verify authenticity of the documents/information provided by the firm.
 29. **PENALTIES** : In case any complaint is received attributable to poor service/ misconduct /misbehaviour of any personnel deployed by the firm, a penalty of Rs.2,000/- for each such incidents shall be levied and the same shall be deducted from the monthly bills produced by the firm. Further, the concerned agency personnel shall be removed from the systems immediately. In case the agency fails to commence/execute the work stipulated in the agreement or un-satisfactory performance or does not meet the statutory requirements of the contract, the Institute reserved the right to impose the penalty as detailed below:-
 - a) A penalty of Rs. 1,000/- per shift per guard will be imposed for not reporting to the duty by the security personnel, and no substitute is provided.
 - b) For misbehaviour such as, drunken state of the guard, not performing the duties attentively (found sleeping) a penalty of Rs. 1000/- per such incident will be imposed.
 - c) For causing "damage to the public property" Three times the market value of the damaged property.
 - d) For breach of any of the conditions of the contract: Termination of contract and forfeiture of Performance security or a minimum penalty of Rs.5,000/- per default as the case may be depending upon the grounds of violation.
 - e) If security is not observed up to the satisfaction of the Council, a penalty of minor fine of Rs.2,000/- per incident or a major fine of Rs.5,000/- per incident will be imposed on the agency.
 - f) The Security Personnel engaged by the agency shall be dressed in neat and clean uniform (including proper name badge), failing which it shall invite a penalty of Rs. 1000/- for an habitual offender in this regard shall be deducted from the agency's bill.
 - g) For persistent breach or unsatisfactory services-termination of contract along with forfeiture of performance security and blacklisting.

Yours faithfully,

(R. N. Malik)
Sr. Adm. Officer
For and on behalf of the Director
ICAR-CISH, Lucknow-226101

SCOPE OF THE WORK FOR SECURITY SERVICES AT VARIOUS POINTS:-

REHMANKHERA CAMPUS

Sr. No.	Probable Security points	Shift		
		6 AM to 2 PM	2 PM to 10 PM	10 PM to 6 AM
1.	First Block- Gate			
2.	First Block- Experimental Field			
3.	Second Block – Gate			
4.	Second Block – Building			
5.	Second Block- Field/Farm Area			
6.	Third Block- Field/Farm Area			
7.	Fourth Block- Field/Farm Area			

Note: Additional Guards shall required during mango season from mid April to mid August of the year.

RAEBARELI ROAD CAMPUS

Sr. No.	Probable Security points	Shift		
		6 AM to 2 PM	2 PM to 10 PM	10 PM to 6 AM
1.	Gate 1			
2.	Gate 4			
3.	Farm Area			
4.	Patrolling Duty			

Note: The security point can be shifted from one place to another if need arise.

TENDER SUBMISSION

To,
The Director,
ICAR-Central Institute for Subtropical Horticulture,
Rehmankhera, Kakori-226101,
Lucknow.

Sir,

I/We wish to submit our tender for providing the SECURITY SERVICES AT REHMANKHERA CAMPUS & RAEBARELI ROAD CAMPUS. Details are :

1. Tender Documents with each and every page signed are submitted in hard copy as well as online through the e-portal.
2. EMD for Rs. 20,000/- (Rupees Twenty Thousand only) is submitted in form of Demand Draft/ Bankers cheque in favour of ICAR-CISH Unit, Lucknow payable at Lucknow.
3. Documents required for Technical evaluation are submitted in that order.
4. The Financial Bid is submitted in the format prescribed.
5. Organization details of the firm/agency :-

i.	Name of Tendering Manpower Company/ Firm/ Agency/ Contractor: (Attach attested copy of certificate of registration)	
ii.	Name of Director of Company/Active Partner of Firm/ Authorized Agent/ Proprietor	
iii.	Full address of Operating/ Branch Office Telephone No. : FAX No. : E-mail address :	
iv.	Full address of Operating/ Branch Office at Uttar Pradesh	
v.	Banker of the Company/ Firm/ Agency/ Contractor with Full address (Attach certified copy of latest bank statement.)	
vi.	PAN/ Permanent Income Tax No. / Circle/ Ward TAN/TIN No. (Attach attested copy)	
vii.	Service Tax/GST Registration No. (Attach attested copy)	
viii.	E.P.F Registration No. (Attach attested copy) E.S.I	
ix.	Registration No. (Attach attested copy)	
x.	Details of Earnest Money (Amount, Demand Draft No., Date, Name of Issuing bank)	
xi.	Copy of license issued by state government for carrying out security service business.	

7. Checklist for Technical Bid Evaluation:-

Sr. No	Documents(Strictly as per details below	To be filled by Bidder	Page number
i.	Registration certificate of the firm under the work contract of the Central Government / State Government along with a valid certificate under The Private Security Agencies (Regulation) Act, 2005.		
ii.	Certified Accounting statement of the firm for last 3 years (2017-18 to 2019-20) by the Chartered Accountant/ Authorized body.		
iii.	Last three years (2017-18 to 2019-20) continuous experience of the firm in the field of 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.		
iv.	Year wise experience certificate with clear indication of "Satisfactory Services" for the last 3 years (2017-18 to 2019-20) must be provided.		
v.	EPF registration certificate issued by Govt. of India/State Government etc.		
vi.	ESI registration certificate issued by Govt. of India/State Government etc.		
vii.	Documentary proof of minimum 50 nos. (Security Guards/Supervisors) registered under ESI & EPF.		
viii.	The firm must have certificate of Service tax/GST issued by the Government.		
ix.	Copy of valid ISO certificates, if any.		
x.	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 a certificate indicating that there is no criminal/ legal suit pending or contemplated against them.		
xi.	Bid security (EMD) of Rs. 20,000/-(Rs. Twenty thousand Only) in the form of Demand Draft/Pay order/ Banker Cheque issued by any nationalized/ scheduled commercial bank in favour of "ICAR-Unit CISH, Lucknow", payable at Lucknow.		

We have carefully read the terms and conditions of the tender and are agreed to abide by these in letter and spirit. I/We agree to forfeit of the earnest money if I/We fail to comply with any of the terms and conditions in whole or in part lay down in the quotation form.

We also certify that our Firm/ Company/ Agency have never been blacklisted/debarred by any Ministry/Department of the Government and have not been banned / debarred/ blacklisted for our business dealings with the Government Ministries/ Departments.

Signature

Name & Address of the Firm

Telephone No.

Moblie No.

Email :

Note: Photocopies of all the necessary documents duly self-attested must be attached for verification of the information provided. All documents should be submitted electronically in PDF format.

FINANCIAL BID**(TO BE SUBMITTED ONLY ELECTRONICALLY)**

Last date for receipt of tender : 27.10.2020 upto 2.00 PM

Date of opening of tender (Technical Bid) : 29.10.2020 at 02.00 PM

(At ICAR-CISH, Rehmankhera, Kakori-226101, Lucknow)

To

The Director,
ICAR-Central Institute for Subtropical Horticulture,
Rehmankhera, Kakori-226101,
Lucknow.

Sir,

I/We wish to submit our tender for providing security services at ICAR-CISH, Lucknow on the following rates :

a. Rehmankhera Campus:

Sr. No.	Description of Work	Security Guard (per month- 30/31 days)
(a)	Basic Wages plus Variable Dearness Allowance	
(b)	Employee State insurance (ESI)	
(c)	Employee Provident Fund (EPF)	
(d)	Service Charges (To be quoted in lumpsum amount)	
(e)	Grand Total (Consolidated Amount)	
(f)	GST/ Service Tax/ other taxes	

b. Raebareli Road Campus:

Sr. No.	Description of Work	Security Guard (per month- 30/31 days)
(a)	Basic Wages plus Variable	

	Dearness Allowance	
(b)	Employee State insurance (ESI)	
(c)	Employee Provident Fund (EPF)	
(d)	Service Charges (To be quoted in lumpsum amount)	
(e)	Grand Total (Consolidated Amount)	
(f)	GST/ Service Tax/ other taxes	

* Rate should be quoted on monthly basis for total number of guards to be deployed, **as notified by Ministry of Labour and Employment, Government of India vide Notification No. 1/8(6)/2019-LS-II dated 27.03.2019, revised from time to time.**

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

Signature

Name & Address of the Firm

Telephone No.

Moblie No.

Email :

DRAFT SPECIMEN AGREEMENT

This agreement is made at Lucknow on (Date.....) November, 2020 between..
 .. (firm name.....) and ICAR-Central Institute for Subtropical Horticulture, through Senior Administrative Officer, which term shall include its successors, assignees etc. on the first part and (name & address of the firm) , hereinafter called the Firm) which term shall include its authorized representatives, successor, assignees etc. on the other part.

Whereas the ICAR-CISH invited open tender from reputed firms with experience & financial capability for providing security services at Rehmankhera Campus & Raebareli Road Campus, Lucknow. And whereas the ICAR-CISH has decided to assign the annual job work contract of contract for providing of security services at Rehmankhera Campus & Raebareli Road Campus, Lucknow to the firm M/son the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

1. This agreement shall come into force w.e.f. (date) and will remain in force for a period for one year but can be terminated by the Director, ICAR-CISH by giving one calendar month's notice in writing of its intentions to terminate the Agreement. The Agreement can be renewed, on mutually agreed terms.
2. The contract will be initially for a period of one year extendable for a further period of two years (total three year) on year to year basis, subject to satisfactory performance of the firm & his/her willingness to continue on mutually agreed terms. The firm shall be responsible for annual job work contract for providing of security services at Rehmankhera Campus, Kakori-226101 & Raebareli Road Campus, near Telibagh-226002.
3. The firm will provide full particulars of every worker deployed by it for providing the services and get their character and antecedents verified from the Police Authorities.
4. All personnel posted at premises shall all times and for all purpose be deemed to be employee of the firm and the ICAR-CISH shall have no liability on this account in any manner.
5. That the firm shall ensure that all persons deployed at Rehmankhera Campus, Kakori-226101 & Raebareli Road Campus, Near Telibagh-226002 are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The Director, ICAR-CISH or duly authorized officer in this behalf shall have the right to ask for the removal from the Rehmankhera Campus & Raebareli Road Campus any personnel considered by the Council to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the Institute .
7. The manpower deployed by the firm should work as per the scope defined at Schedule-I of the tender document. No extra wages will be paid for weekends and holidays.
8. Monthly charges will include the wages to be paid to the security guards/ supervisors, service charges and other taxes as detailed in the financial bid for providing of security services at Rehmankhera Campus & Raebareli Road Campus as per terms and conditions specified and scope of work as per ANNEXURE - I in the tender document. This payment includes all statutory payment/ charges such as ESI and EPF all the statutory taxes viz. Service tax/ GST/ other taxes as applicable from time to time. However, if during the period of contract, as and when the minimum wages for Govt. Of Uttar Pradesh

are revised by the Labour / Government Department, the rates payable for the manpower shall be revised to the new wages. Revised rates shall be applicable only from the month, the agency submits the revised minimum wages letter from the authorities.

9. The firm will raise a bill of this amount on 1st working day of every month and the payment released by the Institute in the form of crossed cheque payment to the firm subject to satisfactory performance of contracted job/work/services. Copies of documents such as deposit challan along with list of persons showing deposit of ESI, EPF with the concerned agencies are also to be deposited with the bill.
10. The deduction of income tax (TDS) from the bills of the firm will be made at source as per rates applicable from time to time.
11. In case of dispute between the parties, the matter shall be referred to the Director, ICAR-CISH. The decision of the Director, ICAR-CISH shall be final and binding in any respect of any dispute between the parties.
12. That the firm shall issue uniforms to all their employees engaged, which they shall wear while on duty.
13. That the firm shall issue identity card to each of the workers engaged for entry into Rehmankhara Campus & Raebareli Road Campus premises.
14. That the firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
15. That in case the firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the Director, ICAR-CISH shall have power to terminate the contract.
16. That the firm agrees to discharge all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. obligations under Contract Labour (Regulation & Abolition) Act, 1970, Workmen's Compensation Act, E.P.F. & M.P. Act, and ESI Act etc. Firm agrees to indemnify and keep indemnified the institute on account of any failure to comply with the obligations under various laws or damage to Rehmankhara Campus & Raebareli Road Campus due to acts/omissions of firm.
17. It is also agreed that under no circumstances, the volunteers and employees/ workmen of the firm shall be treated, regarded or considered or deemed to be treated as the employees of the ICAR and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the Institute, against any claim that it may have to meet towards the employees/ workmen of the Firm. Firm's employees/ workmen shall have no claim to absorption/ regularization and financial benefits etc. that are admissible to regular employees in the office of Institute.
18. The contract is subject to the conditions that the firm shall comply with all the laws of Central Govt./State Govt. as applicable relating to this contract.
19. In case of any loss or damage to the property of the Institute which is attributable to the firm, the full damages will be recovered from the firm.
20. The firm shall not transfer its right of work or sub- contract to anyone else.
21. The firm or its workers shall not misuse the premises for any purpose other than for which contract is awarded.
22. The firm shall devote its full attention in service to ensure highest quality in all aspects and discharge

its obligations under the contract with trust, diligently and honestly. Any misconduct / misbehaviour on the part of the manpower deployed by the firm will not be tolerated and such person(s) will have to be replaced immediately.

23. In case of any accident/ loss of life of the workers during discharging duties, if any compensation is awarded, the same shall be borne by the firm.
24. There will be surprise checking by an Officer of ICAR-CISH. Shortcomings, if any, pointed out by him shall be restored by the contractor within 24 hours of its bringing to his notice.
25. The firm shall provide a coordinator for immediate interaction with the Institute.
26. The terms and conditions as stipulated in the tender documents shall be part of this agreement.
27. **Liquidated damages clause:** That the contractor shall be responsible for the faithful compliance of the work award order. Any breach or failure to perform the same may result in termination of the work order and forfeiture of the security deposit. Whenever and wherever it is found that the work is not up to the mark in any point, it will be brought to the notice of supervisory staff of the firm by the Institute and if no action is taken within four hours, liquidated damage clause will be invoked as per the details below:-

- a) A penalty of Rs. 1,000/- per shift per guard will be imposed for not reporting to the duty by the security personnel, and no substitute is provided.
- b) For misbehaviour such as, drunken state of the guard, not performing the duties attentively (found sleeping) a penalty of Rs. 1000/- per such incident will be imposed.
- c) For causing "damage to the public property" Three times the market value of the damaged property.
- d) For breach of any of the conditions of the contract: Termination of contract and forfeiture of Performance security or a minimum penalty of Rs.5,000/- per default as the case may be depending upon the grounds of violation.
- e) If security is not observed up to the satisfaction of the Council, a penalty of minor fine of Rs.2,000/- per incident or a major fine of Rs.5,000/- per incident will be imposed on the agency.
- f) The Security Personnel engaged by the agency shall be dressed in neat and clean uniform (including proper name badge), failing which it shall invite a penalty of Rs. 1000/- for an habitual offender in this regard shall be deducted from the agency's bill.
- g) For persistent breach or unsatisfactory services-termination of contract along with forfeiture of performance security and blacklisting.

The Director, ICAR-CISH reserves the right to reject any of all tenders in whole or in part without assigning any reason therefore. The decision of the Director, ICAR-CISH shall be final and binding on the contractor/firm in respect of any clause covered under the contract.

Name & Signature of Witness 1 :
Address :

(Authorized Signatory)
on behalf of the firm

Name & Signature of Witness 2 :
Address :
For and on behalf of the Director, ICAR-CISH,
Rehmankhura, Lucknow.

(Authorized Signatory)
Senior Administrative Officer