F. No.D-32021/1/2009-A.III
Government of India
Ministry of Agriculture
Department of Agriculture & Cooperation
Directorate of Marketing & Inspection
Head Office, Faridabad-121001

Dated 16th May, 2014

TENDER N0.6/2014-15/AIII

To
M/S._____
_____
_____

Subject: Quotation for engagement of security service in the Directorate of Marketing & Inspection, Head Office, Faridabad-regarding.

Sir,

I am directed to inform that the Directorate of Marketing & Inspection, Head Office, NH.IV, CGO Building Complex, Faridabad requires the services of 3(Three) Watchmen to perform round the clock(8 hours each) security of the office. If you are interested, you may send your sealed quotation to the **Director(A), Directorate of Marketing & Inspection,CGO Complex, A-Block, NH.IV, Faridabad-121001** super-scribing the envelope "**Quotation for engagement of security service" latest by 4th June, 2014 by 4.00 PM**. Tender Box is lying in the Front Hall on the ground floor near Committee Room of the office.

2. You are requested to read carefully the terms & conditions of the contract attached herewith before sending the quotations. The rates may be quoted specifically indicating the element of:-

(i) Wages (it should not be less than minimum wages as prescribed by Haryana Govt./Dist. Administration)
(ii) Employers' contribution to PF
(iii) Employer's contribution to ESI
(iv) Bonus
(v) Weekely roll over charges
(vi) Service charges and Management charges
(vii) Service tax etc.

3. A pre-bid conference will be held on 28th May, 2014 at 11.00 a.m. in DMI office to brief the bidders on requirements of law regarding supply of security guards so that they submit their tenders judiciously. The prospective bidders are invited to attend the conference . The quotations will be opened on **4th June, 2014 by 4.00 PM**. The Directorate reserves the right to reject any quotation in full without assigning any reason thereof.

Yours faithfully,

(C. SAMPATH)
SECTION OFFICER
for Agricultural Marketing Adviser
to the Government of India

Encls : Terms & Conditions

Copy to:-

1. Sh. Rajiv Sharma, TD(NIC) for uploading the same on the website of the Directorate.
2. Notice Board.

Terms and conditions for Security of Office Premises

1. Scope of Work:-

To provide security (watch and ward) services for whole of the specified premises of the Directorate of Marketing & Inspection, Head Office, CGO Building Complex, NH-IV, Faridabad round the clock is as under:-

1.1 Security and safety of furniture, fixtures, sanitary, electrical other instruments/ equipments installed in the office building.

1.2 Checking and keeping record of outgoing materials by ensuring that outgoing is allowed only through Gate Pass signed by an Authorized Officer

1.3 Checking/ controlling/ searching of staff of the office by the employees engaged by contractor, as per policy of the Directorate.

1.4 To inform and assist Fire Brigade in operating the fighting equipment kept in premises of DMI in the event of any fire noticed any time.

1.5 To keep records/ maintain register of all the employees who are required to sit before/ late office hour/ attend office on Saturday/ Sunday/ holidays for official work. The Security Guards on duty will obtain signature of the employee concerned on the register maintained for the purpose recording therein its time of arrival & departure of the employees.

1.6 To ensure that no unauthorized person enters in the premises during and after office hours.

1.7 To report or bring to notice of the authorities of the Directorate any untoward incidents/ cases of theft, etc. and to take follow-up action for the same immediately.

1.8 To maintain visitors and staff movement record, if desired by the Directorate.

1.9 To check pilferage and implement anti-theft measures

1.10 To perform watch and wards functions including night petrol on the various points of deployment.

2. Facilities and input which will be provided by the contractor:-

2.1 Uniform/ torch/ batteries, etc. for the security guards will be provided by the contractor.

2.2 Photo-identity cards will be issued to security guards by the contractor.

3. Eligibility and qualification criteria:-

3.1 Registered Security Agencies having valid license, experience in handling similar contract of the Government, public sector undertaking, autonomous bodies or any other public funded organizations may apply in writing with following details:-

3.2 Copy of the certificate of verification by local Police of antecedents of the personnel to be employed by the contractor in the Directorate.

3.3 Copies of license issued by the appropriate authority.

3.4 Income Tax return of the last three years.

3.5 Status of the agency, i.e., proprietary firm, partnership firm, co-operative societies, limited firm.

3.6 Experience certificate indicating the list of organizations where the firm is providing such services.

3.7 PF and ESI registration and account number, etc.

3.8. PAN Number and Service Tax registration number.

3.9 Employee(s) should not be less than 18 years.

4. Statutory obligations and contractual obligation to be abided by the Security Agencies:-

4.1 The contractor/Agency will comply all the rules and regulations of labour laws, accident, workman compensation act, workman insurance, ESI and PF, etc. This will be the sole responsibility of the contractor/ agency. The office of DMI will not be a party at any stage to any kind of disputes relating to the above. The contractor/ agency will regularly submit proof of workmen insurance, ESI and the provident fund of the personnel's engaged in the office/ laboratory by name to the organization. In case of accident, injury or death of the personnel, contractor/ agency will solely bear the entire amount of compensation. All the guards of the contracting agency will have to be covered under insurance against any accident. The Directorate will not be liable to any payment or any compensation on that account.

4.2. The contractor shall provide at his cost all statutory benefits to the security personnel deployed by it at the office including, but not limited to weekly off for 6 days work and off on National Holidays. The DMI will not entertain any liability whatsoever on this account. The contractor shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules in respect of Minimum Wages, Provident Funds, ESI, Labour Legislations. The contractor shall comply with all legal requirements for obtaining license under the Contract Labour (R&A) Act, 1970 at its own cost. In case of any violation of Labour Laws by the Contractor, there will not be any liability on the DMI and the contract shall be solely liable. The contractor shall produce for inspection of the Director or the Authorized Officer payment of wages register and all other registers/records/books maintained by the contractor under different Labour statutes. The tenderer should please note that it will be his entire responsibility to adhere to the provisions of the statutory Rules/Acts mentioned above in the matter of payment of the EPF subscription ESI subscription, service tax etc. Therefore, the rates should be quoted with explicit understanding of his statutory obligations.

4.3 Any damage/ loss/ pilferage to office property due to mishandling, carelessness of the security guards on account of non-adherence of safety measures will be recoverable from the contractor's/ agency's bill.

4.4 During security, contractor/ agency shall follow all standard norms of safety measures/ precautions to avoid accidents/ damage to glassware, instruments/ equipments, etc., and building.

4.4 In case, any of the security guards does not turn up for duty in the office/ Directorate on any working day, it is the responsibility of the contractor/ agency to provide a substitute, failing which penalty to the tune of wages of one day for each guard will be recovered from the monthly bill apart from the recovery of the amount on account of absence of the security guards.

4.5 Security Guards will be rotated at regular intervals.

4.6 The contractor should make arrangement for surprise checking during day and night.

4.7 The security guards should have knowledge of operating firefighting equipment kept in the office.

5. Payment terms:-

5.1 The contractor/ agency shall ensure that payment to the guards shall not be below the amount prescribed as per Minimum Wages Act, 1948 as notified by the Ministry of Labour / State Govt./ Local bodies. In addition to the wages, the contractor/ agency shall be liable to make payments of all the statutory benefits like ESI, EPF, bonus, etc., admissible to the guards as per the law applicable.

5.2. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in this office or in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the authorities/ Labour Authorities, the Department may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour/ Labour Authorities and any sums so paid shall be recoverable by the Department from the contractor.

5.3. If any money shall , as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Department, such money shall be deemed to be payable by the contractor to the Department within seven days. The Department shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security

5.4 The security personnel deployed by the Contractor shall be the employee of the Contractor. The contractor shall bear all expenses in connection with the employment. The DMI shall not be responsible financially or otherwise for any injury to the security personnel in the course of performing the security functions.

5.5. The contractor shall indemnify and hold the Department harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.

5.6. The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every 3 months.

5.7. The contractor shall disburse the wages to its staff deployed in the Department every month on or before 7th day of every month through ECS or by Cheque .

5.8 The payment shall be made to the contractor/ agency on monthly basis on production of certificate for satisfactory service from the In-charge of the concerned office/ Directorate. In case, the services provided by the contractor/ agency is not found satisfactory, suitable penalty will be imposed.

6. General terms and conditions

6.1 The working hours for the employees of the contractor will be from 8.00 AM to 4.00 PM, 4.00 PM to 12.00 at Night, 12.00 at Night to 8.00 AM on all days.

6.2 Earnest Money Deposit (EMD) for a sum of Rs.2000/- will be deposited by the contractor along with the other bidding documents. EMD is refundable. The EMD is to be submitted in the form of Account Payee Demand Draft, Fixed Deposit Receipt (FDR) from a Commercial Bank or Bank guarantee from a Commercial Bank.

6.3 The Performance Security (Security Deposit) @ 2% of the contract value will have to be deposited within 21 days of the issue of the award of contract. The performance security is to be submitted in the form of Account Payee Demand Draft, Fixed Deposit (FDR) from a Commercial Bank or Bank guarantee from a Commercial Bank. The bank guarantee shall be valid for the entire period of the contract.

6.4 Any person who is in the Government service or an employee of the concerned office/ Directorate should not be made a partner to the work contract by the contractor/ agency directly or indirectly in any manner whatsoever otherwise disqualify the contract.

6.5 No sub-contracting of the job shall be allowed.

6.6 The contract will be awarded for a period of one year and after expiry of this period, the contract may be extended on mutual consent on the same rates and terms and conditions at the discretion of the concerned office/ laboratory considering the quality of services rendered during the period of contract.

6.7 The Directorate reserves the right to terminate the contract without assigning any reason by giving one month notice to the contractor.

6.8 If any information furnished by the contractor is found to be incorrect at any time, the contract is liable to be terminated without any notice and the security deposited will also be forfeited by the concerned laboratory.

6.9 The individual signing the quotation/ tender or any document forming part of the contract on the behalf of the firm shall be responsible to produce a proper power of attorney duly executed in his favour stating that he has authority to bind other such persons of the firm, as the case may be, in all matters pertaining to the contract including the arbitration clauses. If subsequently the person so signing fails to provide the said power of attorney within 15 days, the concerned laboratory may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable to all costs and damages.

6.10 In case of partnership firms, all the partners should sign the quotations. In case any person signing the agreement on behalf of limited company or firm, he will produce letter of authority/ resolution passed by the firms/ company empowering him to sign the agreement on behalf of the company or firm.

6.11 The contractor has to maintain all the relevant records, registers and documents as required by the Labour Department, Regional Provident Funds Commissioner and Employees State Insurance Corporation or other local bodies as per the existing rules or as amended from time to time.

6.12 In case of any violation of statutory provisions under labour laws/ or otherwise on behalf of the contractor, there will not be any liability on the part of the concerned office.

6.13 In the event of any dispute arising out in connection with the interpretation of any clause in the terms and conditions of the contract, agreement or otherwise, the decision of the Director(Administration), DMI, Faridabad will be final and binding.

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