



**NATIONAL INNOVATION FOUNDATION - INDIA**  
(Autonomous Body of Department of Science & Technology, Govt. Of India)

**TENDER DOCUMENT**

**FOR**

**SECURITY SERVICE CONTRACT**

Cost of the Tender Rs. 500/-

Date of Tender Issue	: 02/08/2017 at 12:00 hrs
Last date of Tender submission	: 22/08/2017 at 11:00 hrs
Opening of Technical Bids	: 22/08/2017 at 11:00 hrs

## TABLE OF CONTENTS

Sr. No.	PARTICULARS	PAGE NO.
1	<b>NOTICE INVITING TENDERS</b>	3
2	<b>GENERAL INSTRUCTIONS &amp; CONDITIONS FOR SUBMISSION OF TENDER</b> (A) Instructions (B) Earnest Money (C) Mode of Submission of Bid (D) Method of tendering signature (E) Modifications & Withdrawal (F) Effect & Validity of Bid (G) Opening of Bid (H) Valuation & Comparison of Bid (I) Right of Rejection of Tender (J) Award of Contract	5
3	<b>MINIMUM ELIGIBILITY CRITERIA</b>	13
4	<b>SPECIAL CONDITIONS OF CONTRACT</b> (A) Contract Period (B) Contract Performance Guarantee (C) Conditions of Engagement of Security Personnel (D) Financial Terms	14
5	<b>GENERAL CONDITIONS OF CONTRACT</b> (A) Compliance of all statutory obligations (B) Work Certification (C) Force Majeure (D) Interpretation (E) Assignment and Sub-Letting (F) Termination (G) Amendment (H) Indemnity (I) Settlement of Disputes (J) Governing Law & Jurisdiction	21
6	<b>SCOPE OF SERVICES FOR SECURITY</b>	27
	<b>ANNEXURES:</b> ANNEXURE I: TENDER FORM FOR PROVIDING SECURITY SERVICES ANNEXURE II: UNDERTAKING FORM ANNEXURE III: CHECKLIST OF DOCUMENTS TO BE SUBMITTED WITH THE TENDER ANNEXURE IV: FINANCIAL BID DOCUMENT	

## **1. NOTICE INVITING TENDER FOR SECURITY SERVICES CONTRACT**

NIF-India invites sealed tenders in Two-Bids (Technical & Financial) for Security Services Contract. Interested parties may download the tender document from [www.nif.org.in/www.eprocure.gov.in](http://www.nif.org.in/www.eprocure.gov.in). The complete tender should reach National Innovation Foundation-India, Grambharti, Amrapur, Gandhinagar - Mahudi Road, Gandhinagar - 382650 latest by 11:00 hrs by 22/08/2017.

Tender no: NIF/2017/ADM/006

## IMPORTANT DATES AND INFORMATION

2.1	Name of work:	Providing Security Services at NIF - India offices for 2 years
2.2	Implementing agency/Owner Employer/client and source of fund:	National Innovation Foundation - India
2.3	Area / District Covered under the Bid:	National Innovation Foundation - India, (Ahmedabad & Grambharti, Amrapur, Gandhinagar - Mahudi Road, Gandhinagar)
2.4	Type of work:	Security services (6 Persons Required)
2.5	Management/Implementation Period:	Within 15 days of completion of Tender Process
2.6	Communication for Information, Tender issue, Tender submission, and Tender opening place:	The Director/CIO National Innovation Foundation - India Grambharti, Amrapur, Gandhinagar - Mahudi Road, Gandhinagar - 382650, Gujarat
2.7	Bid Security (EMD):	Rs 15,000/- by Demand draft in favour of National Innovation Foundation - India drawn on any nationalized bank, payable at Ahmedabad - refunded to unsuccessful bidders
2.8	Bid validity:	90 days from due date for submission of bid.
2.9	Last date of Submission:	22/08/2017 Till 11:00 hrs
2.10	Technical bid opening:	22/08/2017 at 11:00 hrs
2.11	Security Deposit:	5% of total cost of works as per price bid (applicable to successful bidder)

## **2. GENERAL INSTRUCTIONS AND CONDITIONS FOR SUBMISSION OF TENDER**

For the purposes of this Tender Document, the National Innovation Foundation – India, Grambharti Amrapur, Gandhinagar – Mahudi Road, Gandhinagar – 382650 shall be referred to as ‘NIF’ and the intending, participating and successful bidders to this Tender Document shall be referred to as ‘**BIDDER/CONTRACTOR**’

**The tender document may also be downloaded from our web site [www.nif.org.in/www.eprocure.gov.in](http://www.nif.org.in/www.eprocure.gov.in). The Bidder who had downloaded the tender document should submit separate DD for the application fee of Rs.500/- along with the tender document; else tender document for the bid will not be accepted.**

### **(A)INSTRUCTIONS**

- (1) The Bidders who are interested in participating in the tender must read and comply with the instructions and the terms and conditions contained in the tender document.
- (2) The bids shall be filled in by the Bidder clearly, neatly and accurately. Any alteration, erasures or over-writing would be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of NIF to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
- (3) The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, site conditions, safety and health aspects and norms to be observed, etc. at the time of submitting their bids. The Bidder is deemed to have examined and understood the tender document, obtained his own information in all matters whatsoever that might affect the carrying out the works expressly mentioned or works which may have to be carried out to fulfil his contractual obligation within the scheduled rates and to have satisfied himself to the sufficiency for his offer.
- (4) The Bidders are required to fill in complete and accurate details as required under the tender documents. Failure to furnish all the information as required under the bid documents or submission of a bid containing deviations from the contractual terms and conditions, specifications or requirements shall be treated and rejected as being non – responsive.

- (5) The Bidders are expected to carefully examine all instructions, forms, terms and specifications in the bid documents and to fully inform themselves as to all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any errors, discrepancies or omissions are found in the documents or any Bidder is in doubt as to the true meaning or interpretation of any part, he shall seek necessary clarifications. However, no claim of any nature on account of any errors found in the tender documents shall be entertained.
- (6) The bids shall be required to be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and bids submitted thereafter shall not be accepted and considered.
- (7) The tender documents shall not be transferable.
- (8) Conditional offers shall be rejected at the outset.
- (9) A particular Bidder shall be allowed to make and submit only one bid document. A Bidder shall not submit more than one bid, either in the same name or entity or through any partnership, LLP, joint venture or the like.
- (10) NIF reserves the right to amend and modify the bidding documents at any time prior to the deadline for submission of bids, either at its own discretion or in response to a clarification requested by a prospective Bidder. In such cases, the NIF may in its discretion extend the deadline for submission of bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their bids.
- (11) The Bidders shall bear all costs and expenses associated with and incidental to the preparation and submission of their respective bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations, etc. and NIF shall not be liable in any manner for the same.
- (12) In the event that the successful Bidder is a joint venture formed of two or more companies, then each such company or entity shall be jointly and severally liable for all the obligations envisaged under the tender documents and this shall be primary condition of such joint venture arrangements.

- (13) The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the bid forms, attachments and other supporting documents submitted by the Bidder.
- (14) NIF reserves the right to qualify/disqualify any applicant without assigning any reason.

**(B) EARNEST MONEY**

- (1) The Bidder shall deposit a tender fee of Rs. 500/- (Rupees Five Hundred Only) which amount shall be non-refundable and amount as earnest money deposit ('EMD') at the rate of 2% of the annual contract amount along with the bid. The EMD and tender fee shall be in the form of Demand Draft in favour of National Innovation Foundation - India payable at Ahmedabad.
- (2) The earnest money deposited along with the bid documents for the present tender shall be in respect of the present tender document only and the contract to be hereby awarded only. No Bidder shall be entitled to request or claim for transferring and appropriating any previously deposited amount or performance security amount or for adjusting any outstanding bill amount with the earnest money payable with the bid documents.
- (3) The EMD of the successful Bidder will be returned after the Bidder provides a Security Deposit as required.
- (4) The EMD paid in the form of demand draft will be refunded by means of account payee cheque or return of the same DD to the unsuccessful Bidder as soon as the tender process is completed.
- (5) Any bid not accompanied with EMD and Tender fee or if the same are found to fall short, the bid will be rejected. Tender fees and EMD should be submitted in physical form directly to NIF.
- (6) No interest shall be payable on EMD.

- (7) The EMD will be forfeited if the BIDDER (i) withdraws his tender after acceptance or (ii) withdraws his tender before the validity date of the tender.

**(C) MODE OF SUBMISSION OF BID**

- (1) The sealed bidding documents should be delivered in the Administration Section of NIF on or before the stipulated date and time. The technical bid and the financial bid must be sealed in separate envelopes super-scribing “**Technical Bid**” and “**Financial Bid**” and both these two envelopes must be placed in a third envelope super-scribing “Tender for Security Services Contract”. This third envelope should be sealed (**glued along with tapped, stapled or open tender will be forfeited**) and delivered to: “The Director / Chief Innovation Officer, National Innovation Foundation - India, Grambharti, Amrapur, Gandhinagar - Mahudi Road, Gandhinagar - 382650.”
- (2) No bid shall be accepted unless it is properly sealed and marked as instructed above. Bidders shall not be allowed to fill in or seal their Bids at the NIF office.
- (3) If the packet and the envelope are not sealed and marked as instructed above, NIF shall assume no responsibility for the misplacement or premature opening of the bid submitted. A Bid opened prematurely due to this cause shall be rejected by NIF and returned to the Bidder.
- (4) Telegraphic bids or bids through fax or email shall be treated defective, invalid and rejected. Only detailed complete bids in the form indicted above received prior to the closing time and date of the bids shall be taken as valid.
- (5) The rates and amounts offered by the Bidder shall be quoted clearly written in figures and in words. The words shall be written clearly in English and shall be free from any aberrations, deletions, corrections and overwriting. In case of any illegibility of the offer submitted by Bidder the interpretation by NIF shall be final and binding on the Bidder. If any ambiguities are observed in the rates and amount given in words and figures then the rate quoted in words shall be taken as correct.
- (6) Bidders sending their bids through courier/ by Speed post/by Person should also ensure that their bids are received on the said address by the stipulated



date and time. No time extension for courier/Speed Post/by Person shall be granted.

**(D)METHOD OF TENDERING SIGNATURE**

- (1) The Bidder shall ensure that the bid document submitted by it shall contain the name, residence and place of business of the person or persons making the Bid and must be signed and sealed by the Bidder with his usual signature and seal. The name of all persons signing should also be typed or printed below the signature on each page.
- (2) Each page of the Tender documents must be stamped and signed by the person or authorised persons of the Bidder entity who are submitting the Tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of NIF. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.**
- (3) A copy of the authorization letter/power of attorney/board resolution for the purposes of signing and submitting the present tender documents shall be attached with the tender documents.
- (4) The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- (5) Erasures or other changes in the Bid Documents shall be initialled by the person signing the Bid.
- (6) Bids not conforming to the above requirements of signing may be disqualified.

**(E) MODIFICATIONS & WITHDRAWAL OF BID**

- (1) The Bidder shall not be entitled to withdraw or modify the offer and rates quoted by him/it once the same have been duly submitted.
- (2) The above shall however not affect any modifications or withdrawals made by the Bidder in pursuance of any clarification issued by NIF or any modification or amendment made by NIF in respect of the tender documents

and the contract terms and obligations to be performed. In such event, the Bidder shall ensure that the revised bid be submitted within the prescribed deadlines or any permitted extensions thereof. Any bid not submitted within such time frames shall be rejected.

- (3) In the event any Bidder withdraws his bid during the validity period of the bid or fails to comply with the aforementioned conditions, then the EMD paid by such Bidder shall be forfeited.

**(F) EFFECT & VALIDITY OF BID**

- (1) The Bid offer shall be kept valid and shall have the validity period of ninety days from the due date for submission of bid.
- (2) In case any bidder quotes a lower validity period than that called for above, his offer shall be rejected.
- (3) The submission of any Bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim, against the Company for rejection of his Bid. The Company shall always be at liberty to reject or accept any Bid or Bids at his sole discretion and any action will not be called into question and the Bidder shall have no claim in that regard against the Owner.

**(G) OPENING OF BID**

- (1) NIF shall open the bids Technical and Financial bids on the scheduled dates of which the Bidder shall take note and the Bidder, either himself or through an authorized representative shall remain present at such opening. In the event any authorised representative of a Bidder is sent to such opening then such person shall be required to carry an authorization letter for the same.
- (2) It is hereby clarified that the absence of any Bidder or his authorized representative at such opening shall not affect the legality of such opening and NIF shall be entitled to continue with such opening of bids even in the absence of the Bidders or any of them, and no claim or objection on this ground shall be entertained.

- (3) The Bidders and their authorised representatives participating in the opening shall be required to sign the attendance sheet.

#### **(H) EVALUATION & COMPARISON OF BID**

- (1) Upon opening the Bids, NIF will examine the Bids to determine whether they are complete, whether any computational errors or any alterations have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.
- (2) Upon evaluation of the propriety of the bid documents as submitted, the bids shall be evaluated to ascertain whether it meets the eligibility criteria as specified in the tender document.
- (3) The technical bids shall be evaluated based on the available documents submitted by the Bidder. In the course of its evaluation, NIF shall be entitled to ask for clarifications from the Bidders in respect of the bids submitted by them. Any clarification submitted by a bidder that is not in response to a request by NIF shall not be considered. The request for clarification and the response shall be in writing.
- (4) If a bidder does not provide clarifications of its bid by the date and time set by NIF, their bid may be rejected.
- (5) Financial bid will be opened for the qualified technical bidders.

#### **(I) RIGHT OF REJECTION OF TENDER**

- (1) NIF reserves the right to accept or reject any bid or to cancel the Bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform or afford reasons to the affected bidder or bidders regarding the same.
- (2) Any Tender without EMD and Tender fee will be treated as non-responsive and shall be rejected at the outset itself.

- (3) NIF reserves the right to split the scope & quantity to more than one agency among the Bidders.
- (4) NIF reserves the right to disqualify any bidder if such bidder quotes any abnormally high or low rates in the bid document/price bid and prohibit such Bidder from future participation in any bid with NIF.

**(J) AWARD OF CONTRACT**

- (1) NIF shall, upon evaluation of the bids submitted, award the contract to the bidder who is found and evaluated to be qualified to perform the contract satisfactorily and whose quotation has been determined to be substantially responsive and evaluated as the lowest quotation in conformity with the requirements of the specifications and documents contained herein.
- (2) The successful Bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Work Order which shall be sent to him through e-mail, courier, fax or registered mail. Such successful Bidder shall be required to tender his/its acceptance within seven days from the date of receipt of such Letter of Intent or Letter of Award/Work Order as the case may be, failing which the same shall stand cancelled and the EMD shall be forfeited.
- (3) Further, the successful bidder shall pay an amount of 5% of yearly Contract amount towards Performance Security.
- (4) After the successful Bidder has accepted the Letter of Intent or Letter of Award/Work Order, the successful Bidder shall be required to enter into a written contract with NIF within a period of seven days from the date of such acceptance. The contract shall be as per the terms and conditions mentioned herein and it shall be drafted by NIF and its Advocates & Solicitors. Upon such contract document being executed, the security contract shall be deemed to have been awarded and the tender process finalized.

### 3. MINIMUM ELIGIBILITY CRITERIA

**Director/CIO - NIF India reserves the right to modify or relax the eligibility criteria in case none of the Bidder is able to fulfil the required criteria.**

**No relaxations will be given as far as statutory requirements are concerned.**

The Bidder must have a **minimum financial annual turnover** of Rs. 50 lakhs in each of past 3 financial years (2014-15, 2015-16 and 2016-17). Audited Financial documents of balance sheets & P&L account shall be provided by bidder.

- a) Registration certificates under contract labour (R & A) Act 1970 with Central Labour Law authorities as applicable to ESIC or Employee Compensation
- b) Labour license for applicability of Minimum Wages Act 1948
- c) The Agency must be registered and to submit valid registration under Private Security Agency Act of the respective State / Authority.
- d) Income tax statement of last three years.
- e) Service Tax Registration certificate/GST Registration.
- f) PAN No.
- g) ESIC/Employee Compensation and EPF registration numbers /certificates as applicable.

**All payments pertaining to, service tax, ESIC/EC, EPF should have been paid up to date.**

- i. The Bidder should have the Registered / Branch Office in AHMEDABAD or GANDHINAGAR.
- ii. The Bidder should have sufficient employees on its rolls specifically trained for security services. Full list of the employees, viz., name, age, employee code, designation, experience, PF, ESI/EC details etc. should be attached with the technical Bid. Document in support of Service tax, ESI/EC, EPF deductions. Details of the health and safety measures which the Bidder takes for his workers should also be attached with the technical bid.
- iii. The Bidder should have a valid labour license and all other required licenses to run the security services.
- iv. The Bidder should have minimum three years' experience in doing similar nature of work and should have successfully completed **at least one similar work in past 3 years of work order amount Rs. 25 Lakhs.**

#### 4. SPECIAL CONDITIONS OF CONTRACT

##### (A) CONTRACT PERIOD

- (1) The contract shall be for a period of one year from the date of award of the contract ('**Contract Period**').
- (2) NIF may, in its discretion, renew the contract for a further term of two years upon the same rates and the same terms and conditions as applicable to the present contract. Such renewal shall be subject to and based on the evaluation of the performance of the Bidder/Contractor during the Contract Period. However, it is hereby clarified that even if the performance of the works of the Contractor during the contract period are satisfactory, a renewal of the contract shall be made only if NIF, in its discretion, deems it fit and agrees to renew the same and NIF shall not be under any obligation to state the reasons for its refusal to renew the contract.
- (3) Without prejudice to the above after expiry of the Contract Period, NIF reserves the right to extend the contract from time to time on same terms and conditions without renewing the contract.

##### (B) CONTRACT PERFORMANCE GUARANTEE

- (1) The successful Bidder, to whom the work is awarded, shall be required to furnish a Contract Performance Guarantee/Security Deposit (SD) as security for the due performance of the Contractor's obligations and the same shall be equivalent total cost of the work of 5% shall be deposited by way of a Demand Draft drawn in the name of 'National Innovation Foundation of India' payable at Ahmedabad from any nationalized bank and the same shall be kept valid for a period of 90 days.
- (2) The same shall be returned to the Contractor after settlement of all dues.
- (3) In the event the contract is terminated by NIF on account of the fault of the Contractor before the determination of the Contract Period, or the Contractor abandons the work and its obligations under the contract during the Contract Period, then the SD amount shall be forfeited by NIF.
- (4) Any delay in submission of initial SD will entitle NIF to cancel the contract.

### **(C) CONDITIONS OF ENGAGEMENT OF SECURITY PERSONNEL**

- (1) The Contractor shall deploy such security personnel and manpower as shall be necessary and requisite for performing the obligations of the Contractor under the contract. The Contractor shall deploy manpower suitably qualified and sufficiently numbered for the due and timely execution of the works under the contract. The number of the guards may be decreased or increased as per requirement of NIF and instruction from NIF. However, a 24\*7 service is required, and if the shift is defined as a 8 hour duty, it is required that outgoing security personnel at the end of 1<sup>st</sup> shift shall be leaving the premises after a proper handover is given to the next incoming personnel for the day for 2<sup>nd</sup> shift. The same thumb rule would apply during the transition between 2<sup>nd</sup> and 3<sup>rd</sup> shift. In this manner, 24 hours will be taken care for all 7 days a week, round the year.
- (2) At the time of deploying manpower, the Contractor shall strictly comply all the applicable labour laws / Acts norms including but not restricted to the age of the workers, conditions of employment and shall also ensure that a police verification and security check for all the security personnel engaged at the NIF premises is done and their antecedents are verified and necessary documents regarding the same shall be submitted to the NIF's authorized representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall entitle NIF to initiate appropriate civil or criminal proceedings regarding the same.
- (3) The Contractor shall not employ any person of age below 21 years and above the age of 50 years and the persons so engaged shall be sound in health capable of performing their work as per instructions and should not be suffering from any illness, infection and disease. The manpower so engaged must be trained for providing security services and fire fighting services.
- (4) The Contractor shall, as far as possible, engage and deploy Ex - Servicemen as security guards and supervisors for the purposes of providing the security services hereunder and any violation, if made intentionally, shall be sufficient reason for cancellation of contract.
- (5) The Contractor shall issue necessary identity cards to its security personnel and shall keep and maintain a complete record of all the personnel who are or who shall be assigned any work at the NIF premises in pursuance of this

contract. Such record or list of staff or security personnel deployed at NIF shall be submitted to NIF regularly and any change in the same shall also be immediately updated and intimated to NIF.

- (6) The Contractor shall appoint a supervisor who shall co-ordinate with NIF's authorised representative for the daily security personnel arrangement. They shall maintain a daily personnel deployment register in which day to day deployment of personnel will be entered. At the time of raising the bill, the deployment particulars of the security personnel engaged during each day, shift wise shall be submitted. The Contractor in co-ordination with the authorised representative shall ensure the availability of adequate manpower on a daily basis. As per the instruction of authorised representative they have to allot the places/days and execute the same in specified time.
- (7) During performance of the services, one or more personnel may be required to remain present simultaneously at different locations of NIF premises and the Contractor shall mobilise additional resources accordingly.
- (8) The security personnel provided shall always be the employees of the Contractor and all statutory dues and liabilities with regard to engagement of such security personnel such as ESI, PF, Employee Compensation Act etc. will be paid by the Contractor. The Contractor shall also be liable for observance and compliance of all applicable labour laws in relation to the engagement of the security personnel.
- (9) Contractor shall indemnify NIF from any liabilities arising out of the employment of the manpower.
- (10) NIF shall have the rights to remove any deployed security personnel from the duty whose conduct is found to be improper and whose presence and participation in the rendering of security services under the contract is considered to be undesirable.
- (11) All liabilities arising out of accident or death of any security personnel while on duty shall be borne by the Contractor.



- (12) The Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, damage to infrastructure or misuse of the areas of the NIF.
- (13) In the event of any loss caused to the NIF, as a result of any lapse on the part of the Contractor as may be established after an enquiry conducted by the NIF such loss will be made good from the amount payable to the Contractor. The decision of Director, NIF in this regard will be final and binding on the Contractor.
- (14) The Contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the directions enumerated herein and in accordance with such directions, which NIF may issue from time to time and which have been mutually agreed upon between the two parties.
- (15) The security personnel deployed shall at all times compulsorily be dressed in a uniform as prescribed by NIF and such uniform shall be procured and provided by the Contractor at its own cost and effort.
- (16) The personnel deployed by the Contractor shall be smartly dressed in neat and clean uniform having Identity Card containing Photo, Name & Address, and date of birth, Ex-Servicemen, ESI, and EPF Number, failing which it will invite a penalty of Rs.5000 /- each occasion. The penalty on this account shall be deducted from the Contractor's bills and repeated default may lead to cancellation of contract.
- (17) The personnel engaged should be of robust physique and project an image of utmost discipline. They have to be **extremely courteous with pleasant mannerism in dealing with the public/officers/VIPS**. NIF shall have right to remove any person in case the security personnel **is not performing the job satisfactorily**. The Contractor shall have to arrange the suitable replacement in all such cases.
- (18) The eight hours shift will normally commence from **08:00 AM** and would be called morning shift respectively. But the timings of the shift are changeable and can be fixed by NIF from time to time depending upon the requirements. **No payment shall be made by NIF for double duty, if any.**

- (19) Any liability arising out of any litigation (including those in consumer courts) due to any act of Contractor's personnel shall be directly borne by the Contractor including lawyer's fees, all expenses/fines. The concerned security agency personnel shall attend the court as and when required.
- (20) The Contractor shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. NIF - INDIA will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
- (21) Security staff engaged by the Contractor shall not take part in any staff union and association activities.
- (22) The Contractor shall bear all the expenses incurred on the following items i.e. provide Uniforms, I. Cards, lathis / balams, whistles & Torch walky-talky any other equipment as required discharged their duty properly to guards posted during night duty and other implements to security staff, stationary **for writing duty charts** and registers at security check points and records keeping as per requirements.
- (23) The NIF - INDIA shall not provide residential accommodation to any of the security personnel/ employee of the Contractor.
- (24) The NIF - INDIA shall not be under any obligation for providing employment to any of the worker of the Contractor after the expiry of the contract. The NIF - INDIA does not recognize any employee employer relationship with any of the workers of the Contractor.

#### **(D) FINANCIAL TERMS**

##### **(1) Payment Terms**

- (a) The Contractor shall raise the monthly invoice in duplicate after completion of every month within the first week of the next month along with supporting documents as under:
- (i) Proof of Payment of statutory dues
  - (ii) Proof of payment of minimum wages
  - (iii) Certification of satisfactory deployment of manpower.

- (b) Any invoice submitted without the above documents shall be deemed to be incomplete and NIF shall not be liable to process and pay the amounts on the invoices so raised.
- (c) Upon receipt of the invoice complete as above, NIF shall disburse the payment to the Contractor within a period of 15 days from the receipt of such complete invoice.
- (d) The service tax/gst amount shall be shown separately on the invoice along with the applicable registration numbers.
- (e) The Contractor shall pay the monthly wages to the security personnel employed by him on or before the 7<sup>th</sup> of the succeeding month and proof of such payment shall be furnished along with the invoice raised.
- (f) All the payments to be made to the Contractor by NIF shall be made through NEFT/RTGS/DD only with applicable TDS in accordance with the Govt. of India/RBI guidelines from time to time.
- (g) Administrative Service charge (Bid Value) claimed for providing security contract shall not be raised at any cost during the contract period for any reason, force majeure etc.

(2) Permissible Deductions

All costs, charges, expenses, wages, statutory dues payable by the Contractor under the terms of the contract or as per the applicable laws, in respect of which he makes default in payment, shall be the liability of the Contractor. Such amounts or dues may be paid by NIF in which case NIF shall be entitled to recover the same from the Contractor by deducting the said amounts from the Contractor's monthly invoice.

(3) Other Financial Terms

- (a) The rates shall be final and firm for the entire Contract Period including extension, if any, and shall not be subjected to any escalation whatsoever (except any statutory variation in Minimum Wage Rate as declared by Government time to time).
- (b) The Contractor will be required to comply with the labour laws as shall be applicable from time to time with regard to payment of statutory dues and wages including minimum wages to the labourers, supervisors, etc. as shall be engaged by the Contractor.
- (c) The Contractor shall not be entitled to claim any amounts towards escalation cost, idle manpower.

- (d) The Contractor shall be liable to bear and pay for any expenses or cost that may be required to be incurred on account of any accident caused to any of its security personnel working during the Contract Period.
- (e) The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep NIF fully indemnified against liability of tax, interest, penalty etc. of the Contractor in respect thereof, which may arise.
- (f) The Contractor will be under an obligation to submit a certificate that he has cleared all the dues of its / his employees.
- (g) The Contractor shall ensure all payments to employees.

## **5. GENERAL CONDITIONS OF CONTRACT**

### **(A) COMPLIANCE OF ALL STATUTORY OBLIGATIONS**

- (1) All the security personnel employed by the Contractor at the NIF premises for executing the contract for security work shall be the employees of the Contractor only. The Contractor alone shall be responsible at his own cost and risk for the due compliance of all the applicable labour laws and other statutory obligations with regard to this contract.
- (2) The Contractor shall be required to have been registered and having the necessary licenses and permissions under the various labour law enactments like the Contract Labour (Regulation and Abolition) Act, 1970, Employee Compensation Act, 1923 and Employees Provident Fund and Miscellaneous Provisions Act, 1952 from the date of commencement of the work and he shall obtain and submit the copy of registration certificate, registration code number to NIF, failing which the contract is liable to be cancelled.
- (3) The Contractor shall also obtain and keep in place necessary insurance policies, mediclaim policies, group insurance schemes of adequate value to cover his security personnel, employees with regard to any accidents, injury or the liability under the Employee Compensation Act.
- (4) The Contractor shall observe and be responsible for the compliance of all labour laws, government notifications and shall maintain necessary records for the same and shall submit the same to NIF when so required.
- (5) The Contractor shall duly maintain all records/registers required to be maintained by him under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.

### **(B) WORK CERTIFICATION**

- (1) The work done and executed by the Contractor shall be approved and certified by the authorised personnel of NIF in accordance with the terms and conditions of this contract and the rules and norms of NIF. The Contractor shall be required to furnish satisfactory personnel deployment report to NIF

in standard approved Performa. The submission of report should be on daily basis, the monthly bill payment shall be released based on the certified reports of the works.

- (2) If upon inspection, NIF finds that the security personnel were absent on any day and accordingly the services have not been rendered or performed as per the terms and conditions hereof and is not as per expected levels of performance, then NIF shall issue a warning to the Contractor providing a defined time limit to rectify any non-performance or inadequate performance, failing which NIF shall be entitled to levy penalty as hereinafter provided.
- (3) In case any of Contractor's personnel(s) deployed under the contract is (are) absent without replacement, a penalty equal to Rs.1000/- per absent guard on that particular day shall be levied by NIF and the same shall be deducted from the Contractor's bills. Repetition of such lapse will make the contract liable to be rejected.
- (4) In case any of Contractor's personnel deployed under the contract fails to report in time and the Contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned above shall be levied.
- (5) In case any complaint is received with regard to the misconduct/misbehavior of Contractor's personnel, a penalty of Rs.3000/-for each such incident shall be levied and the same shall be deducted from the Contractor's bill. The Security Guard found involved in such incident shall be removed from the duty immediately.

#### **(C) FORCE MAJEURE**

The Parties hereto shall be relieved from the performance of the obligations as herein contemplated or from any penal consequences on account of non-performance which is attributable directly to force majeure conditions, which conditions are not in the power, domain or control of the Party affected. The Party seeking protection of such force majeure condition shall be required to send a notice of the existence and continuation of such conditions to the other Party and only thereupon the suspension of obligations shall follow. For this purposes hereof, force majeure conditions shall mean an event beyond the control of the Party and not foreseeable by the Party and shall include events of floods,

explosions, riots, wars, hurricane, epidemics, any other Act of God, quarantine restrictions, terrorism, government actions and provided always that such acts result in the impossibility of the further performance of the contract.

**(D) INTERPRETATION**

In case of any dispute with regard to the interpretation of any of the provisions of this document or to the due performance in accordance with the contract terms, the decision of Director, NIF will be final and binding.

**(E) ASSIGNMENT AND SUB-LETTING/SUB-CONTRACTING PROHIBITED**

The Contractor shall not directly or indirectly assign or sub-let any part of the contract to any other party or agency.

**(F) TERMINATION**

A. NIF may terminate the contract if any of the following events occur :-

- i. Contractor is adjudged as insolvent.
- ii. Contractor has abandoned the contract i.e. the Contractor fails to perform the obligations under the contract for a period of One month.
- iii. Any of the licenses, permissions or registrations of the Contractor as required under the applicable laws are discontinued/ cancelled or not renewed in time.
- iv. Contractor has neglected or failed persistently to observe or perform his obligations under the contract or performs unsatisfactorily
- v. The Contractor is found to have acted in breach or violation of any of the safety norms persistently, applicable labour and other laws in relation to the contract and his obligations therein.
- vi. The Contractor commits a breach of the contractual terms and conditions.
- vii. In the opinion of NIF, it is desirable to discontinue with the performance of the contract with the Contractor.

B. NIF shall give the Contractor a Seven days' notice period to rectify the breach, failing which the contract shall stand terminated on the last date of the notice period without requiring any further notice from NIF in that behalf.

C. Upon such termination, the outstanding dues of the Contractor shall be settled subject to the amounts recoverable by NIF under the contract from the Contractor.

D. The SD amount shall be forfeited if the contract is terminated by NIF on account of the above.

**(G) INDEMNITY**

The Contractor shall indemnify and keep harmless NIF from and against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by NIF which it may sustain, pay or incur as a result of or in connection with the performance/ purported performance/ non-performance of the contract by the Contractor, including but not limited to, any liability or action occurring on account of any litigation, court or government orders.

**(H) AMENDMENT**

No amendment or modification or waiver of any provision of these presents, nor consent to any departure from the performance of any obligations contained herein, by any of the Parties hereto, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorized representative especially empowered in this behalf and the same shall be effective only in respect of the specific instance and for the specific purpose for which it is given.

**(I) SETTLEMENT OF DISPUTES**

- (1) Any disputes or difference between parties arising out of the contract to the extent possible shall be settled amicably between the parties.
- (2) If amicable settlement cannot be reached all the disputed issues shall be resolved by Director NIF and his decision shall be final.

**(J) GOVERNING LAW & JURISDICTION**

This contract shall be governed by the Laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction to try and disputes arising hereunder.



## 6. SCOPE OF SECURITY SERVICES

The Contractor will have to provide the following security services in the property area during the Contract Period.

The Contractor shall ensure protection of the personnel & property of the NIF - INDIA, prevent trespass with / without arms, perform watch including night patrol on the various points and to prevent the entry of stray dogs and cattle and antisocial elements, unauthorized persons and vehicle into the property area.

The Contractor shall maintain a separate register for Guards and Supervisors.

During the Contract Period, the Security Personnel engaged by the Contractor shall observe the following rules and regulations and the Contractor shall be responsible to oversee the same:

1. The Contractor will be responsible for overall security arrangements of the property area covered in the contract.
2. The Contractor will ensure that all the instructions of the administration (NIF - INDIA) issued from time to time are strictly followed and there is no lapse of any kind.
3. No item is allowed to be taken out without proper Gate Pass issued by the competent officers authorized by the NIF - INDIA for in-out movement of offices. The specimen signatures and telephone numbers of the above stated officers will be obtained by the Security Personnel.
4. Deployment of Guards / Supervisors will be as per the instructions of the authorities of NIF - INDIA from time to time and the security agency will be responsible for their optimum utilization
5. The Security Supervisor / Guard will also take round of all the important and sensitive points of the premises as specified by the NIF - INDIA and to check / block the access to the premises of loitering / unlawful persons and vagabonds.
6. Security personnel shall also ensure door keeping duties.
7. The Guards on duty will also take care of vehicles, scooters / motor cycles / bicycles parked in the parking sites located within the premises of the area and ensure their safety and security.
8. Entry of the stray dogs and stray cattle into the premises is to be prevented.
9. The Guards on patrol duty should take care of all the water taps, valves, water hydrants etc. installed all over the premises. They will switch off all the electric points in the area not in active use.
10. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
11. The Security Guards / Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot.
12. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.
13. In emergent situations, security staff / supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the Security personnel should be sensitized for their role in such situations.
14. The Security Supervisor / Guards are required to display mature behaviour, especially towards female staff, female visitors, children and elderly. The Security Guards are required to attend to distinguished visitors, VIPs and officers.
15. The Security Guard on duty **shall not leave the premises until reliever reports for duty.**
16. To keep a strict vigil on suspicious looking persons / objects and take immediate action as deemed suitable.

17. They are also required to conduct search of vehicles and even body search as per exigency and requirement of the event/NIF - INDIA.
18. Any other duties/responsibilities assigned by the NIF - INDIA Administration may be incorporated in the agreement. The same shall also be binding on the Security Agency.
19. The security guard on duty shall not allow any person who is under the influence of alcohol/ drunkard or using abusive/harsh language to enter the premises.

**ANNEXURE I:**

**TENDER FORM FOR PROVIDING SECURITY SERVICES**

1. Names, address of firm / Agency / Company and Telephone No/ \_\_\_\_\_
2. Registration No. \_\_\_\_\_
3. Name, Designation, Address and Telephone No. of authorized person \_\_\_\_\_
4. Please specify as to whether Tenderer is sole proprietor / Partnership firm \_\_\_\_\_
5. Name, Address and Telephone No. of Proprietor / Partners / Directors \_\_\_\_\_
6. Number of PAN Card \_\_\_\_\_
7. Provident Fund Account No. \_\_\_\_\_
8. ESI/EC Code Number \_\_\_\_\_
9. Service Tax Registration No./GST \_\_\_\_\_
10. License number under Contract Labour (R&A) Act 1970 \_\_\_\_\_
11. Registration No. under Shops & Establishment Act \_\_\_\_\_
12. Documentary proof of having License under Private Security Agencies (Regulation) Act, 2005 \_\_\_\_\_
13. Details of Bid Security/Earnest Money Deposit:
  - (a). Amount: \_\_\_\_\_
  - (b). Demand Draft / Pay Order No \_\_\_\_\_
  - (c). Date of issue \_\_\_\_\_
  - (d). Name of issuing Bank \_\_\_\_\_
14. Details of Tender Fee
  - (a). Amount: \_\_\_\_\_
  - (b). Demand Draft / Pay Order No \_\_\_\_\_
  - (c). Date of issue \_\_\_\_\_
  - (d). Name of issuing Bank \_\_\_\_\_

**(Signature of the bidder)**

**Date:**

**Name:**

**Company seal:**

**ANNEXURE II:**

**(TO BE TYPED ON A LETTER HEAD OF THE SECURITY AGENCY)**

**UNDERTAKING**

To  
Director/CIO  
National Innovation Foundation - India  
Grambharti, Gandhinagar

**Subject: Tender for providing security services**

Sir,

1. I / We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I / We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself /ourselves to abide by the said terms and conditions.
3. I / We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Act, EC Act, Leave etc. and any other charges applicable from time to time. I / We will pay the wages to the personnel deployed as per central government Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. As far as possible I / We shall provide security services through Ex-Servicemen Security Guards, Security supervisors etc. as per the terms and conditions of the Tender.
5. I / We do hereby undertake that complete security of the locations assigned by NIF - INDIA including the offices, project sites, event ground(s)/area(s) shall be ensured by our Security Agency, as well as any other assignment considered by NIF - INDIA.

**Date:**

**(Signature of the bidder)  
/Authorized Signatory**

**Company Seal:**

**Name and Address of the Bidder**

**ANNEXURE III:****CHECK LIST OF THE DOCUMENTS TO BE SUBMITTED WITH THE TENDER**

<b>Sr. No.</b>	<b>Items</b>	<b>Confirm</b>	<b>Page No.</b>
1.	EMD and Tender Fee		
2.	Tender form with complete technical bid with all pages serially numbered, signed and stamped on each page.(Annexure-I)		
3.	Declaration by the bidder that he /she has not been blacklisted by the Depts./Ministries of the Govt. of India/State Govt./PSUs		
4.	Undertaking by the bidder on agencies letterhead as described in (Annexure - II)		
5.	Audited Balance sheet of last three years with details of annual turnover certified by CA. (2014-15, 2015-16, 2016-17)		
6.	Income tax statement of last three years. (2014-15, 2015-16,and 2016-17)		
7.	Attested Photo copy of PAN Card		
8.	ESIC and EC Registration certificate copy With last payment details.		
9.	EPF Registration certificate copy With last payment details.		
10.	Service Tax registration certificate copy/GST copy With details of the last payment.		
11.	Registration certificate under contract Labour(R&A) Act -1970 or State Labour Authorities - Copy of valid Labour License. Minimum wages payment certificate		
12.	Documents in support of contracts fulfilled in last 3 years along with their values in support of the experience and financial credibility. (2014-15, 2015-16 and 2016-17) [Work Orders of similar work to be attached]		
13.	Satisfactory completion of contract certificate from previous organizations.		
14.	Financial Bid /quotation completed and sealed in a separate envelope.		

**Date:****Place:****Signature of Authorized Person:****Full Name:****Company's Seal:**

ANNEXURE IV:

FINANCIAL BID DOCUMENT

The agency willing to provide security services shall undertake the works quantified in tender.

Sl. No.	Particulars	To be filled and not to be left blank.
1	<p>Bid value should be quoted only for one month per person for eight hours duty as specified.</p> <p>Bid value should not include tax which shall be raised in invoice every month in accordance to Government notification from time to time.</p> <p><b>Note:</b></p> <ol style="list-style-type: none"><li><b>1. Only one bid value shall be quoted and it shall not be bifurcated in any manner.</b></li><li><b>2. 6 persons are to be deployed on job (Including Ahmedabad &amp; Grambharti - Gandhinagar Location).</b></li></ol>	<p>Expenditure / month</p> <p>Rs. In Figures:</p> <p>Rupees in Words:</p>

Date:

Place:  
with stamp of the firm)

(Name and Signature of Tenderer