



**National Institute of Pharmaceutical Education & Research,  
Balanagar, Hyderabad – 500 037**

**NIPER H/3/08/2019**

**Date: 17/01/2019**

**Notice Inviting Tenders**

**Tender document for annual contract for supplying Security Personnel at NIPER Hyderabad  
Institute and Hostels**

- Original : To be submitted at NIPER, Hyderabad
- Duplicate : To be retained by the tenderer for reference
- Cost of tender document : Rs. 2000/- (non-refundable)
- Tender to be issued from : 17.01.2019 to 07.02.2019  
(on all working days from 10:00 AM to 5:00PM)
- Last date & time for submission of filled in tenders : 07.02.2019 at 02:30 PM
- Tender **(Part I)** opening date & time : 07.02.2019 at 03:00 PM
- EMD to be deposited along with tender : ₹.156000/-

**Contents**

<b>Sl. No.</b>	<b>Description</b>
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•	General terms and conditions
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•	Part - I (Technical Bid)
•	Annexure - A (Technical Bid)
•	Letter of acceptance
•	Part - II (Price Bid)
•	Annexure – B (Price Bid)
•	Undertaking by the tenderer

Tender issued to:

Name and Address of the Contractor

Signature of the tenderer

Signature of the officer, NIPER Hyderabad issuing  
tender



**National Institute of Pharmaceutical Education & Research,  
Balanagar, Hyderabad – 500 037**

**NIPER H/3/08/2018**

**Date: 17/01/2019**

**NOTICE INVITING TENDER**

Director, NIPER Hyderabad invites sealed tenders from reputed, experienced and registered Contractors / Security Agencies/Organisations/ Cooperative Societies having valid labour licence under Contract Labour Regulation & Abolition Act, 1970 including DGR empanelled agencies and registered with ESIC, EPF and GST Authorities for provision of Contract Security Personnel on round the clock basis at NIPER Hyderabad Institute premises and Hostels (Boys & Girls). The details of the Security services to be provided are as follows:

<b>Sl. No.</b>		<b>Description</b>
1.	<b>Scope of the Work</b>	Provision-of-Round the-clock Security Services at NIPER Hyderabad Institute premises and Hostels (Boys & Girls)preferably-through-Ex-Servicemen or well trained and experienced civilian security guards in all aspects of security on contract basis as mentioned below:-  A) <b>22</b> Security Guards adequate relieving-guards to meet mandatory-weekly-offs on recent -- minimum wages prescribed by the office of the Chief Labour Commissioner-- (Central) employment-of-Watch Ward-personnel F.No. 1/38/ (6)2018 LS-II dated 28-09-2018).  B) <b>3</b> Security Supervisors preferably well trained Ex-Servicemen
2.	<b>Estimated Cost (₹)</b>	₹. 78 Lacs per annum (Approx.)
3.	<b>*Cost of the Tender Document (₹)</b>	Rs. 2000/- by way of Demand Draft/Banker's Cheque in favour of the NIPERH Resources, payable at Hyderabad
4.	<b>*Earnest Money Deposit (₹)</b>	₹. 156000/- by way of Demand Draft in favour of NIPERH Resources, payable at Hyderabad

\*Valid NSIC Certificate for exemption of Tender Cost & EMD will be entertained

The tender document can be obtained in person from the Administration office, from 17.01.2019 to 07.02.2019 on all working days between 10 am to 5 pm or can be downloaded from our website [www.niperhyd.ac.in/www.niperhyd.edu.in](http://www.niperhyd.ac.in/www.niperhyd.edu.in). If the tender form is downloaded from the website, bank draft of Rs.2000/- in favour of the **NIPERH Resources** payable at Hyderabad may invariably be

attached with the tender at the time of submission. **The Last date for submission of Sealed Tenders is 07.02.2019 till 02:30 PM.**

EMD of ₹.156000/- is to be submitted in the form of Demand Draft/Banker's Cheque payable at Hyderabad drawn in favour of the '**NIPERH Resources**' from any one of the Nationalised/Scheduled banks. EMD in any other form is not acceptable. **Please note that tender received with insufficient or without EMD shall be summarily rejected.**

The tenders are to be submitted in two parts in sealed envelope superscribing the name of the work clearly so as to reach the same to the undersigned on or before 07.02.2019 at 02:30 hrs and the same will be opened at 03:00 PM on 07.02.2019 in the presence of tenderers or their authorized representatives who would like to be present. **Late and delayed receipt of tenders will not be opened and summarily rejected.**

Canvassing in connection with tender/quotation is strictly prohibited. The Director, NIPER, Hyderabad reserves the right to reject any or all the quotations or allot part of the work to different agencies without assigning any reason whatsoever. Detailed NIT and complete tender document is available on our website [www.niperhyd.ac.in/www.niperhyd.edu.in](http://www.niperhyd.ac.in/www.niperhyd.edu.in).

Sd/-  
Registrar

## INSTRUCTIONS/GUIDELINES FOR TENDERERS

- The detail format of the TECHNICAL BID is enclosed as Appendix –I and details of the Scope of work/Contract and terms and conditions are enclosed in Appendix-II.
- An affidavit as per Appendix-III should accompany the tender.
- There will be two stage bidding (1) Technical Bid and (2) Financial Bid. For Technical Bid, Appendix I, II & III should be submitted in a separate cover. For Financial Bid, Appendix IV should be submitted in a separate sealed cover. Only those tenders which fulfil all the technical conditions will be processed for opening of their Financial Bid.
- Separate Sheet is prescribed in Appendix IV for wage structure of the Security Supervisors and Security Guards. The tenderers are requested to fill up their service charges in percentage of gross amount of wages in the prescribed column only. The tenderer should quote reasonable service charges per person and the minimum should be 3% which can cover the cost of uniforms, all accessories, ID cards etc. to be supplied to the contract security guards and supervisors.
- Each page of tender document should be signed with date by the tenderer with rubber stamp of the firm affixed.
- Unsealed, conditional/telegraphic/fax Tender and Tender without Earnest Money Deposit/insufficient EMD or not on the prescribed form shall not be entertained.
- Tender must be accompanied with Earnest Money Deposit (EMD) of Rs.156000/- in the form of Demand Draft/Pay Order from a nationalized bank and drawn in favour of 'NIPERH Resources'.
- Rates offered should be mentioned both in figures as well as in words and should be typed or legibly handwritten.
- The last date and time of receipt of Tender is up to 07.02.2019 at 02:30 hrs. Tender received after the due date and time shall not be considered. The Tenderer will be responsible for timely submission of the tender documents, complete in all respects and the same should be dropped in the tender box at Mani gate security at NIPER Hyderabad campus or sent by Registered/Speed post of India Post only. Tender sent through private couriers will not be accepted.
- The Technical Bid shall be opened at 1500 hrs on 07.02.2019 in the presence of intending tenderer (s) or their authorized representatives who may wish to be present at that time.
- In case the date of receipt or opening of Tender is declared a Govt. Holiday then the date of receipt/opening of the tender will be the next working day at the same time and venue.
- The tenderer may inspect the areas where the services are to be provided for assessing the work involved during office working days between 1030 hrs to 1230 hrs and 1400 hrs to 1630 hrs with prior appointment.
- Initially the contractor shall provide 2 (Two) pairs of uniforms with all accessories and thereafter one pair each with all accessories prior to 26<sup>th</sup> Jan and 15<sup>th</sup> August of every year **at his own cost** without any deductions in the wages of security personnel deployed by him.
- The Director, NIPER Hyderabad in public interest reserves right to accept or reject any or all Tenders without assigning any reason and also to impose/relax any term and conditions of the Tender.

## Technical Bid

Sl. No.	Particulars	Fill in the details
•	Name of the Organisation/Firm, location of office with complete address with Telephone/Fax nos. and e-mail address	
•	Name of Organisation (whether Private/Public-Sector Undertaking/ Sole Proprietor/Partnership/ Cooperative Society etc.) Documentary proof to be attached. (In case of the firms other than the sole proprietors, an abstract copy of such Resolution passed by the Executive body authorizing the specific officer/partner for signing the documents for this tender to be attached)	
•	Does the firm have experience of providing security services in large industrial R&D Institutes/ Government Organisations/ Autonomous Bodies where the minimum number of persons deployed was more than 3 Supervisors and 22 Security Guards in the last five years? If yes, submit names of minimum number of Security Personnel deployed-at least in two organisations /sites along with certificate indicating that the applicant has executed a Contract satisfactorily for the above number of Security personnel. One of the Contracts should be on Contract as on date	
•	Financial resources, assets in terms of firm's Property held (fixed and moveable)	
•	A copy of latest audited Balance sheet to be attached with the tender	
•	Solvency certificate of an amount not less than Rs.10.0 lakhs issued by a nationalized bank within the last six months is attached	
•	TAN of the firm	
•	Whether registered with the Labour Dept. Of the State/any other State/UT/Central	

	Govt. If yes, mention the Registration number and date along with name & address of the registering authority. Also attach an attested copy of the registration certificate.	
•	Does the firm have EPF, ESI, GST Code nos. issued by the concerned authorities? If yes, enclose copy of same.	
•	Has the firm attached Appendix-II containing scope of work, terms & conditions, etc. duly signed on all pages?	
•	Has the firm attached an Affidavit in the prescribed format as an Appendix-III?	
•	Has the firm submitted EMD of Rs. 156000/- in favour of NIPERH Resources valid for 90 days? If so, details of Demand Draft/ Pay Order from Nationalised Bank. If not, valid NSIC Certificate to be enclosed.	
•	GST Registration. Copy of the same may be attached.	
•	Does the firm have registration with Police authorities? If so, registration particulars. If PSARA registration is applied, copy of the same may be attached.	
•	Registration number of Telangana shops and establishment Act (Attach a copy of registration as proof).	
•	Any other information	

- Particulars of the technical details have to be clearly mentioned in all the columns and in case of incomplete particulars; the tender is liable to be summarily rejected without assigning any reason.

Date:

Signature & Seal of the Tenderer

Place:

- **SCOPE OF WORK/CONTRACT**

The Security agency will provide security services preferably through Ex-Servicemen but in case of shortage of ex-servicemen, the agency may fulfill the shortage by well-trained civilian security manpower on eight hours shift basis round the clock on minimum wages for employment of watch and Ward personnel issued by Office of the Chief Labour Commissioner vide F.No. 1/38/(6)2018-LS-II dated 28-09-2018). The details of the wage structure is mentioned in Appendix –IV.

The contractor shall himself or through his authorised representative must supervise the work of security supervisors and guards deployed by him under the contract. He will be responsible for maintaining attendance and wage register of the men so deployed meticulously and submit the monthly attendance sheet to the NIPER Hyderabad Security In-charge on the 1<sup>st</sup> day of the following month for verification and preparation of wage bill.

The contractor shall ensure that the security supervisors and guards deployed by him are well trained in executing various security tasks, fire fighting, first aid and be able to read letters/ Material Gate passes, ID cards and visitor passes etc; written in English and also make necessary entries to that effect in relevant registers maintained at gates and security office.

The contractor should deploy adequate number of relieving security supervisors and security guards to cater for mandatory weekly offs, leaves etc. Further, he will also provide suitable replacement for security supervisors and security guards proceeding on leave continuously for more than 3 days.

The Institute is frequently visited by number of VIPs, distinguished visitors from within India and abroad who are to be handled very carefully / courteously and expect that the contractor's personnel while working in our campus will be totally loyal to the management and will not give any room for any complaint. In case of any un-becoming conduct, the contractor should replace the person within 24 hrs.

The contractor shall ensure that no theft or pilferage of institute property either movable or immovable is taking place and if any such lapse occurs, it is his sole responsibility to investigate and report the incident to the Security In-charge / Registrar without fail.

The deployed security manpower shall protect and safeguard the Institute and Hostels (Boys & Girls), such as:

- Government land, buildings, fittings and fixtures therein; machinery, equipment installed (including outdoor), office records, moveable and immovable items.
- Safety of trees, shrubs, electric overhead installations, water pipelines, boundary walls etc.
- To permit the entry of faculty, Staff, students and out-sourcing workers only after verifying their identity.
  - To permit the entry of visitors only after confirming from the designated officers of NIPER Hyderabad, that the entry is for official purpose. A visitor's pass is required to be made after making entries in the register giving details of the visitor, purpose of visit and the officer with whom he is required to meet.

- To permit Government employees of other departments having passes issued by respective Competent Authorities after verifying documents from their office that they are required to perform duties in the premises of the NIPER Hyderabad.
- To permit entry of the official vehicles of NIPER Hyderabad, Private vehicles of the officers and staff after ensuring that only the authorized persons are inside the vehicle.
- To permit entry of private vehicles bringing material to stores & other departments for NIPER Hyderabad, after confirming from the designated officers of NIPER Hyderabad, that the entry is for official purpose.
- To make a temporary pass for the officers/staff not having the Identity Card after consulting the designated officers of NIPER Hyderabad.
- Entry of Officers/Staff during the Holidays and before or after working hours:
  - Officers/Staff may not be permitted to enter on Holidays or before a specified time in the morning and remain in the office premises after working hours unless a special permission is available from the designated officers. The presence of officers/staff during such period would be restricted for official purposes.
  - Security persons will be responsible to maintain a record of the incoming and outgoing staff cars after office hours in working days and in holidays. A register would be maintained for entry of the officers/staff who are coming to office during holidays.
  - Entry would also be made in a register about the details of the official vehicles and their timings of entry/exit during holidays and before and after working hours.
- Issue of Gate passes for stores/material coming in and going out of the premises.
- No part of the NIPER Hyderabad land is trespassed, encroached or squatted upon or suffer from any unauthorized occupation or use.
- Any other aspect entrusted for custody & safe guarding.

Further, the deployed manpower are to report for their respective duty posts located at NIPER Hyderabad as per the Duty Roster. No transport facility will be provided by the institute.

- **DEFINITIONS**

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to except where the context otherwise requires:

- Contract shall mean the notice inviting the tender and document, the tender and acceptance thereof and the formal agreement, if any executed between NIPER Hyderabad and the tenderer together with the documents referred to therein including these conditions with appendices and special conditions, rates and amounts and schedules of rates including all revisions, additions and deletions. All these documents taken together shall be deemed to form one Contract and shall be complimentary to one another.

- **SUB-CONTRACTING**

The Contractor shall not be allowed to sub-contract any part of the Contract without the prior consent of the Director NIPER Hyderabad. If such consent is given, this shall not relieve the tenderer from any liability or obligations under the Contract and he shall be responsible for the acts/defaults and neglects of any sub-contractor, his agents or workmen as if they were the acts, defaults or neglects of the tenderer, agents or workmen.



- **PERIOD OF CONTRACT**

The Contract shall be for a period of one year initially and is renewable for further period of one year subject to the satisfactory performance of services and compliance of "terms and conditions of the agreement entered into by the Contractor".

#### **IV. GENERAL TERMS AND CONDITIONS**

##### **1. Registration/execution of the agreement:**

The successful bidder shall be required to execute an agreement within 15 days from the date of work order, in the format approved and supplied by NIPER Hyderabad on stamp papers of appropriate value notarised with the recognised notary.

- **Earnest Money Deposit/Security Deposit:**

A sum of Rs.156000/- as earnest money deposit (EMD) along with the Technical Bid in the form of Demand Draft/Pay Order from a nationalized/scheduled bank valid for 90 days in favour of '**NIPERH Resources**' payable at Hyderabad should be submitted.

The successful bidder shall be required to deposit security amount to the tune of 10% of the annual Contract value i.e Rs.7,80,000/- in the form of Fixed Deposit receipt in favour of **The Director, NIPER Hyderabad** issued from any scheduled bank at his own cost so as to underwrite against any claim arising out, at any time, in connection with this Contract and the above "**Fixed Deposit Receipt/Bank Guarantee**" **have to cover the period of Contract duly pledged in favour of The Director, NIPER Hyderabad before signing the agreement.** The Security Deposit should be valid for 3 months beyond the period of Contract.

##### **3. Revocation of Security Deposit/Bank Guarantee:**

The Director, NIPER Hyderabad shall have absolute rights and powers for the revocation of said security deposit, in case of breach of any clause of this Contract without any prior notice and no claim whatsoever on this count shall be entertained.

##### **4. Commencement of Work:**

The Contractor is required to commence the work with effect from the date mentioned in the issue of the allotment letter. In the event of failure, a penalty @ 1% of the monthly value of Contract per day shall be imposed for non-commencement of work subject to the condition that in no case it shall exceed 10% of the total value of the Contract cost. The Director, NIPER Hyderabad shall have the power to condone the delay, reduce or remit the penalty so imposed to any extent, on the written application of the Contractor, in case he finds that the grounds given by the Contractor are reasonable and satisfactory.

##### **5. Deployment of staff:**

The Contractor shall deploy 3 Security Supervisors preferably Ex-Servicemen, trained and experienced in all aspects of security and 22 trained and experienced Security Guards on civilian wages with adequate relieving guards to meet mandatory weekly offs, leave/sickness etc. for deployment at NIPER Hyderabad Institute campus and Hostels (Boys & Girls) on the minimum wages notification issued for Watch & Ward by the Office of the Chief Labour Commissioner (Central).

The number of security guards may increase/decrease depending upon the requirement as envisaged by the Director, NIPER Hyderabad. The list of all security personnel deployed at NIPER Hyderabad, containing their residential address, age, educational qualifications shall be submitted to the office at

the commencement of the Contract along with their "Discharge Certificates" in case of Ex-Servicemen. The Contractor will further intimate any subsequent change about their particulars from time to time.

#### **6. Formulation of mechanism and monthly duty/assignment chart:**

On taking over the responsibility of providing the aforesaid services, the Contractor shall formulate the mechanism and monthly duty assignment chart for circulation in all the areas of their deployment in NIPER Hyderabad for the approval of the Security In-charge.

He will visit NIPER Hyderabad in order to interact with the Security In-charge for ensuring the effective arrangement at his level and keep on reviewing his arrangements from time to time and take additional measures, if any, required to be taken to further streamline the said arrangements. He will further ensure that no person shall be deployed on double duty except in the emergent circumstances with the prior approval of the Security In-charge. The Contractor as well as the staff deployed by him on duty shall be duly bound to carry out the directions/instructions given to him by the Director, NIPER Hyderabad / Registrar and Security In-charge or any other officer authorized to do so by the Director, NIPER Hyderabad from time to time. Any dereliction from such obligation shall be considered as breach of the terms of the Contract.

#### **7. Determination of quality of work/services:**

The decision of the Director, NIPER Hyderabad with regard to the determining of quality of work/services done by the Contractor, shall be final and acceptable to the Contractor. The Contractor shall, therefore, rectify the defects so pointed out without any extra payment. The Director, NIPER Hyderabad shall also reserve the rights to get the work/services so rejected done/replaced at his level at the risk and cost of the Contractor, after giving him a notice in writing, and the expenditure incurred on this count shall be recovered from the bills of the Contractor or any other outstanding dues or by revocation of any or all parts of the security deposit as he may think proper.

#### **8. Identification:**

For the purpose of proper identification of the employees of the Contractor deployed at various points, the Contractor shall himself issue them the IDENTITY CARDS at his own cost prior to the deployment and they shall be duty bound to display the identity cards at the time of duty. The Contractor shall also ensure that all personnel deployed by him are displaying their NAME TAB while on duty without fail

#### **9. Uniform:**

The wearing of uniforms by the Contractual staff deployed for duties shall be compulsory. Initially the contractor shall provide 2 (Two) pairs of uniforms with all accessories and thereafter one pair each with all accessories prior to 26<sup>th</sup> Jan and 15<sup>th</sup> August of every year **at his own cost** without any deductions in the wages of security personnel deployed by him.

#### **10. Supervisory Control:**

The persons so deployed shall be under the overall control and supervision of the Contractor. The Contractor shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of his employees so deployed and for the preservation of peace and protection of persons and property of NIPER Hyderabad.

#### **11. Surprise Check:**

The Director, NIPER Hyderabad or any other officer so authorized by him shall be at liberty to carry out any surprise check on the working of the persons so deployed by the Contractor in order to ensure that the required number of persons is deployed and that they are doing their duties properly. In case, any

person so deployed by the Contractor does not come up to the mark or performs his duties improperly or indulges in any unlawful act or disorderly conduct, the Contractor shall take suitable action against such employees. In case of any complaint/defect pointed out by the authorized officer of the NIPER Hyderabad, the Contractor shall immediately replace the person so deployed.

Also the Contractor himself or through his field officer shall carry out periodical/ surprise checks of Security Guards deployed by them at NIPER Hyderabad Campus, Boys & Girls Hostels for alertness and discipline at their respective posts during day and night shifts in consultation of the NIPER Hyderabad Security In-charge.

## **12. Relationship between the employer and staff:**

The persons deployed by the Contractor for the work shall be his employees for all intents and purposes and in no case, there shall be any relationship of employer and employee between the said persons and NIPER Hyderabad, either implicitly or explicitly.

- **Medical Examination and verification of antecedents:**

The Contractor will ensure that employees are medically fit and free from communicable diseases. The contractor shall ensure that the antecedents of the persons are verified by the civil police /appropriate authority and shall provide their Bio-data sheets consisting of photograph, finger prints and ID details (Aadhar copy etc.) with full details of permanent and temporary address, past experience and qualification details to the Security Officer prior to their deployment.

- **Raising of Bills:**

In order to ensure timely payment of wages to the staff, the monthly wage bills shall be raised by the Contractor in the requisite format in vogue on the basis of original attendance-cum-work performance report got signed by the Security In-charge or any other officer so authorized by the competent authority for the purpose by the 1<sup>st</sup> of each month positively, which shall be processed.

- **Payment of wages:**

The Contractor shall ensure that all the employees get wages at the rates as fixed by NIPER Hyderabad or at the rate of minimum wages as fixed by the competent authority from time to time, whichever is higher. The Contractor shall ensure that the wages etc. paid to his employees so deployed are in conformity with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the rules made there under. The Contractor will ensure that payment of wages to the Contractual employees is made by 7<sup>th</sup> of every month and wage slips are issued to every employee. **The Contractor will be responsible for making the payment directly to his workers by 7<sup>th</sup> of each month from his own sources and subsequently raise the bill for reimbursement, which will be verified on the basis of actual amount disbursed and attendance etc. The Contractor shall make payment to the workers by deposition of the payment towards the wages in their bank accounts and submit the bank details to the office with the bill for verification as decided by the Competent Authority.**

- **EPF/ESI/Minimum wages:**

The Contractor shall be responsible for fulfilling all his obligations towards the persons deployed under law, namely, under the Minimum Wages Act, ESI Act, Shops and Establishment Act, etc. as applicable and amended from time to time. The Contractor shall be responsible for deposit of employees' and Principal employer's share of statutory contribution towards ESI/EPF with the concerned department/authorities at his level vide a **separate e-challan** for all the persons deployed by him at NIPER Hyderabad and maintenance of such record as per rules. He will be required to submit a copy of

Challan/abstract/statement of the amount deposited on account of the statutory contributions within 15 days for release of payment, failing which the payment of administrative charges of the following month will be withheld. The payment will be released to him towards his administrative/service charges after deduction of income tax or any other Government dues, after the submission of attested copies of Recovery Schedule and other statements on the required formats for all contract security supervisors and guards, copy of Bank Challan(s)/Scroll(s) as a proof of having deposited the said amount before the disbursement of the wages bill of contract staff for the following month failing which the whole responsibility for any delay in the disbursement of wages of the said staff shall rest with the Contractor. He will also arrange to continue to hold the old UAN allotted to contract workers and to open such EPF/ESI accounts for new workers deployed by him at NIPER Hyderabad Institute campus and Hostels. At the time of claim, he has to show the evidence of EPF/ESI deposits of their guards online to concerned officer. Any breach of the compliance of such formalities on more than two occasions during the currency of the Contract shall invite action for the imposition of penalty, apart from cancellation of Contract without any notice. The responsibility for issuance of Annual Statements of EPF deposits and ESI cards to its workers solely lies with the Contractor.

- **GST:**

GST or any other tax (except income tax) payment of which is the liability of the principal employer, as applicable on the date of submission of tender, shall be included by the tenderer in the bills. NIPER Hyderabad will not make any separate payment on this account. Further, the Contractor shall make the payment of GST vide a separate challan for NIPER Hyderabad, and the contractor will be reimbursed the amount on production of the original payment receipt.

## **18. TDS**

Income tax shall be deducted from the bills of the Contractor at source at the rates as applicable from time to time, in accordance with the instructions/rules applicable in this regard.

## **19 Other mandatory responsibilities of the Contractor:**

It is obligatory on the part of the Contractor to fulfil his commitments towards his employees so deployed by him under various Labour Laws. Any obligation and/or formalities which are required to be fulfilled under the Contract Labour (Regulation & Abolition) Act, 1970 as amended from time to time or any other Act for the purpose of entering into and/or execution of this Contract shall be carried out by the Contractor at his own cost and the Contractor shall report the compliance thereof to the Director, NIPER Hyderabad or his nominee. The Contractor shall be solely responsible for violation of any provisions of the said Act or any other Act. The Contractor shall not charge any money from the Contractual employees towards security deposit. The Contractor shall issue employment cards containing terms and conditions of appointment to his employees to be deployed at NIPER Hyderabad.

The contractor shall be solely responsible for any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or death of the employee. NIPER Hyderabad will no way be responsible for any such consequences.

## **20 Liability of the Contractor to indemnify:**

The Contractor shall keep NIPER Hyderabad indemnified against any loss caused to NIPER Hyderabad property by way of theft, mishandling or otherwise and the claims whatsoever in respect of the employees deployed by the Contractor. Contractor shall be responsible for payment of any loss caused to the property of NIPER Hyderabad. In case, any employee of the Contractor so deployed enters into dispute of any nature whatsoever, it will be the sole responsibility of the Contractor concerned to contest the same. In case NIPER Hyderabad is also to be made a party, the cost, if any of the actual expenses incurred towards counsel fee and other expenses shall be paid to NIPER Hyderabad by the Contractor in advance or on demand.

Further, the Contractor shall ensure that no financial or any other legal liability comes on NIPER Hyderabad in this respect at any time for the acts done by the personnel of the Contractor.

## **21 Deficiency in service/Disobedience by staff:**

In case of any deficiency in services or disobedience by the staff so deployed by the Contractor, the Director, NIPER Hyderabad shall be at liberty to impose a penalty as may be deemed fit upto Rs.500/- for each such lapse after giving an opportunity of being heard in person. The decision of the Director, NIPER Hyderabad shall be final and binding on the Contractor. NIPER Hyderabad shall have further right to adjust, readjust, or deduct any of the amounts as aforesaid from the payment to be made to the Contractor under this Contract or out of the security deposits of the Contractor.

## **22 Termination of the Contract:**

The Contract may be terminated in the event of occurrence of any of the following contingencies:

- Without any prior notice on the expiry of the Contract period.
- In the event of the death of the Contractor, the Director, NIPER Hyderabad shall have the option of terminating the Contract without compensation
- By giving **one month** advance notice by NIPER Hyderabad on account of :
- Losses suffered by NIPER Hyderabad due to lapse on the part of the contractor/his supervisors/workers.
- For committing breach of the contract of any of the terms and conditions of the contract.
- The Contractor consistently provides unsatisfactory services
- On violation of any Labour laws as per the statutory provisions.
- The Contractor is declared insolvent by any court of law
- The Contractor assigns the Contract or any part thereof to any other Person for subletting the whole or a part of the Contract.
- The Contractor is not interested to complete/continue the Contract

**“Provided that during the notice period for termination of the Contract, the Contractor shall continue to provide the services as before till the expiry of notice period.”**

## **23 Removal of staff on termination of Contract**

It shall be the duty of the Contractor to remove all persons deployed by him on termination of the Contract and ensure that no person shall create any disruption/hindrance/problem of any nature to NIPER Hyderabad.

## **24 Transfer of Liabilities:**

In the event of exigencies arising due to the death, infirmity, insolvency of the Contractor or for any other reasons or circumstances, liabilities of the Contract shall be borne by the following on such terms conditions, as the Director, NIPER Hyderabad may think proper in public interest:

- Legal heirs in case of sole proprietor.
- The surviving partners in the case of a firm, otherwise, the sole Proprietor shall reserve the right to settle the matter according to the circumstances of the case as he may think proper.

## **25 Jurisdiction**

The courts at Hyderabad only shall have the jurisdiction for the purpose of this agreement.

## **26 Arbitration**

In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever the same shall be referred to the sole arbitration of the nominee of the Director, NIPER Hyderabad whose decision thereon shall be final and binding on the parties thereto.

The expression "nominee of the Director, NIPER Hyderabad" shall include an acting/officiating Director, NIPER Hyderabad or his nominee.

Arbitration & Reconciliation Act 1956 and amendments thereon.

## **27 Important dates**

Closing time and date of receipt of Tender is at 02:30 PM on 07.02.2019. Opening of Technical Bid is at 03:00 PM on the same day.

Opening of Financial Bids of technically qualified tenderers will be intimated.

## **28 Rates**

**Minimum wages for employment as per Civilian Wages made available by Watch and Ward personnel issued by Office of the Chief Labour Commissioner vide F.No. 1/38/(6)2018-LS-II dated 28-09-2018) . Revision of rates shall be considered as and when the Central Government revise the wages.**

## **29 Submission of Tender**

Sealed Tenders are to be submitted in two separate parts i.e. Part-I containing technical competence and related documents as required along with EMD of Rs.156000/- and Part-II containing price bid in the enclosed prescribed format (Appendix-IV) in sealed envelopes. These two envelopes may be put in a single envelope and super scribed as "**Tender for Security Arrangements at NIPER Hyderabad Institute campus and Hostels (Boys & Girls)**" and addressed to **Director, NIPER Hyderabad**.

Please ensure that the Tender should be deposited in the tender box kept at the main gate security of NIPER Hyderabad Institute campus or may be sent through Register/Speed post of India only. Tender sent through private couriers will not be accepted. NIPER Hyderabad is not responsible for any postal delay in submission of tender.

- The Director, NIPER Hyderabad in the public interest reserves all right to accept or reject any or all Tender without assigning any reason and also to impose/relax any term and conditions of the tender.

**APPENDIX-III**

**AFFIDAVIT**

I/We

(Name)

\_\_\_\_\_  
Contractor/Partner/Sole Proprietor (strike out word which is not applicable) of the (Firm)  
\_\_\_\_\_

do hereby solemnly affirm and declare that the individual firm/companies are neither black-listed by the Union or State Government nor any Partner/Shareholder thereof is directly or indirectly connected with or has any subsisting interest in business of my/our firm.

**DEPONENT**

Address: \_\_\_\_\_  
\_\_\_\_\_

Verification:

Verified that the contents of above affidavit are true and correct to the best of my knowledge and beliefs. No part of it is false and nothing has been kept concealed there from.

**DEPONENT**

Place: \_\_\_\_\_

Dated: \_\_\_\_\_

(Note: To be furnished on non-judicial stamp paper duly attested by the Oath Commissioner)

**(FOR CIVILIAN SECURITY PERSONNEL)**

Bidder Is Requested To Quote Item, Rate & Amount For Deployment Of Competent Security Personnel As Per The Terms Contained In The Tender Document For Providing Security Arrangements At NIPER Hyderabad Institute campus and hostels (Boys & Girls).

S. No.	Particulars of payments	Security Guards (As per notification issued for Watch & Ward by Central Labour Commission vide F.No. 1/38/(6)2018-LS-II dated 28-09-2018)	Security Supervisor (Basic wages +VDA)	Remarks, if any
1.	Basic Plus VDA			
2.	ESI @ 4.75% on SI No.1			
3.	EPF @ 12% on SI No.1			
4.	EDLI @ 0.5% on SI No.1			
5.	Admn.Charges @ 0.66% on SI No. 1			
6.	Total (1 to 5)			
7.	Service Charges @___% of minimum wages on SI No. 6			
8.	Total (6 to7)			
9.	GST @ 18% on SI. No.8 as applicable from time to time			
10.	Grand Total (8+9)			

(Grand total in words: Rupees \_\_\_\_\_  
only per month for \_\_\_\_\_ Security Guards and \_\_\_\_\_ Security Supervisors.)



- **The Contractor's profit should not be less than 3%).** The tenderer is required to use only one decimal for service charges.
- **Particulars of the payments have to be clearly mentioned in all the columns and in case of incomplete particulars; the tender is liable to be summarily rejected without assigning any reason.**

The Contractor to whom the aforesaid Contract will be awarded is required to make payment of wages to his security personnel on his own in the first instance by 7<sup>th</sup> of every month. Thereafter, he may claim reimbursement of the same by submitting his bill enclosing proof of relevant statutory payments like ESI, EPF, GST etc., duly certified for reimbursement along with acquaintance roll (acknowledgement of guards as token of receipt of wages) attendance. However, in the absence of the requisite proofs the reimbursement shall not be permissible.

The Contractor shall make payment to the workers towards the wages in their respective bank accounts and submit the details thereof to the office along with bill for verification.

Certified that I/We have read the instructions given in the tender documents. I/we undertake to supply the required categories and number of manpower on the rates mentioned above and shall be solely responsible to discharge the liabilities/administrative charges, if any. I/we have understood the contents of the terms and conditions and undertake to abide by the same as laid down in these documents.

Date:

Signature and Seal of the Tenderer with  
Address, Tel. No/Fax No./Mobile, E-mail

Place:

address

## UNDERTAKING BY CONTRACTOR

I/We hereby certify that:

- Security Personnel will be engaged daily for the Services under this Contract on rotation basis (if required) as per given schedule or as per instructions of the Director, NIPER Hyderabad or his nominee.
- I/We have visited the site in order to evaluate the services to be rendered and quoted accordingly.
- I/We have specified the number of security personnel to be engaged daily to execute the services as mentioned above at NIPER Hyderabad.
- We agree that the payment will not be made for the services not carried out by the Contractor in any of the above areas.
- I/We agree for the bills payment on monthly pro-rata basis.
- I/We agree to pay minimum wages as per Labour Enforcement Authority.
- I/We agree to disburse the wages to my/our employees through online on or before 7<sup>th</sup> day of every month by transferring the same in to their respective bank accounts.
- Substitute will be made available as and when required. Extra personnel, if any called during conference/meetings etc. will be provided on 24 hours' notice.
- Identity Card/Employment Card in Form XIV of Minimum Wages Act., will be given to all the security personnel within 15 days of award of work and it will be replaced as and when required and a copy of the Identity Card of the personnel deployed by me/us be submitted to Competent Authority.

Date:

Signature & Seal of the Tenderer

Place: