



भारत-राष्ट्रीय चावल अनुसंधान संस्थान, कटक-753006 (ओडिशा)

ICAR-NATIONAL RICE RESEARCH INSTITUTE  
CUTTACK-753006 (ODISHA)

Department of Agricultural Research and Education (DARE)

Phone (PABX) : 0671- 2367768-783, FAX:91-0671-2367663 / 2367777

E- mail: [directorcrri@icar.gov.in](mailto:directorcrri@icar.gov.in) / [director.nrri@icar.gov.in](mailto:director.nrri@icar.gov.in) / [crri@nic.in](mailto:crri@nic.in)

An ISO 9001:2015 Certified Organization



## **BID DOCUMENT**

**NAME OF WORK:** ANNUAL CONTRACT FOR PROVIDING SECURITY SERVICES AT NRRI, CUTTACK-6.

**Tender Enquiry No: 13 /Tech./Security/NRRI/2019-20**

Tender published at Website:

<https://eprocure.gov.in>

<http://crri.nic.in>

**CPPP Helpline No: 1800-3070-2232, 0120-4200462**

**0120- 4001002**



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F. No. 53-14/2019-20/Security/Tech.

### **E-TENDER NOTICE**

#### **Tender Enquiry No: 13 /Tech./Security/NRRI/2019-20**

1. Online Quotations/tenders are invited from reputed contractors for following **JOB /WORK CONTRACT FOR PROVIDING "ANNUAL CONTRACT FOR PROVIDING SECURITY SERVICES" AT NRRI, CUTTACK-753006** on behalf of Director ICAR- National Rice Research Institute, Cuttack-6.
2. The tender form/bid documents may be downloaded from the <https://eprocure.gov.in/eprocure/app> and our website [www.nrri.nic.in](http://www.nrri.nic.in). Online submission of Bids through Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) is mandatory. Manual/Offline bids shall not be accepted in any circumstances.
3. **Earnest Money Deposit:** The interested Firms are required to deposit **an Earnest Money Deposit (EMD)** of the amount **Rs. 3,00,000/- (Rupees Three Lakhs only)** in shape of Demand Draft in favour of the Director, NRRI, Cuttack-6 payable only at the State Bank of India Nayabazar, Cuttack-4 (Code No. 2094) may be address to **Assistant Administrative Officer, NRRI, Cuttack -753006.**
4. EMD shall be valid for 180 days from the due date of receipt of tenders. This EMD should be submitted in sealed envelope super-scribed as EMD for **JOB /WORK CONTRACT FOR PROVIDING "ANNUAL CONTRACT FOR PROVIDING SECURITY SERVICES" AT ICAR-NRRI, Cuttack-753006.**
5. **As and when the VDA/Minimum Wages are enhanced by the Central Labour Commissioner, the same rate of wages should be paid. However, the enhanced rate of wages will be reimbursed by this Institute and the contract amount will be enhanced accordingly.**
6. Estimated cost is **Rs. 75.00 lakhs** approximate per annum

### **CRITICAL DATES**

Tender Number	<b>13 /Tech./Security/NRRI/2019-20</b>
Description of work	"ANNUAL CONTRACT FOR PROVIDING SECURITY SERVICES" AT NRRI, CUTTACK-6
Type of Tender	Two Bid system
Bid submission Start Date and Time	<b><u>16/01/2020</u></b> at 3.00 p.m. to onward
Bid submission End Date and Time	<b><u>06/02/2020</u></b> up to 3.00 p.m
Date and time of opening Tenders	<b><u>07/02/2020</u></b> at 3.00 p.m.
Financial Bid to be opened	As will be reflected in the Technical Evaluation Report
Bid Validity	180 days from the date of Technical Bid opening.
EMD	<b>Rs. 3,00,000/-</b> (Rupees Three Lakh Only) in the form of Demand Draft in favour of Director, NRRI, payable only at the State Bank of India Nayabazar, Cuttack-4 (Code No.2094).
EMD Validity	180 days from the date of Technical bid opening. This EMD should be submitted in Sealed envelope super-scribed as EMD for <b>JOB / WORK CONTRACT FOR "ANNUAL CONTRACT FOR PROVIDING SECURITY SERVICES" AT NRRI, CUTTACK-6</b> at ICAR-NRRI, Cuttack – 753006.
Security Deposit	<b>8%</b> of the total contract value (Annually) shall be deposited in shape of Demand Draft in favour of the Director, NRRI, Cuttack-6.
Submission of Bids	Online bids uploaded on CPP Portal ( <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> .) from <b><u>16/01/2020</u></b> to <b><u>06/02/2020</u></b> up to <b><u>3.00 p.m.</u></b> Hard copy of the tender must also be submitted along with EMD on or before closing date and time.
Details of tender	Tender Documents and Notice in also available on NRRI website ( <a href="http://www.nrri.nic.in">www.nrri.nic.in</a> )

#### **Important Notes:**

1. Tender Documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled / registered in e-procurement should enroll / register before participating through the website <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission'.
2. Only bids received on e-procurement portal will be considered for opening. However, one set of print out of bid documents should be submitted along with the EMD.
3. NRRI will not be responsible for any delay in enrollment or submission of the offer/up-loading the offer on above mentioned e-procurement portal for any reason whatsoever. Hence vendors are advised to register in the e-procurement website <https://eprocure.gov.in> & enroll their Digital Signature Certificate (Class – II or above) and upload their quotations well in advance to avoid last minute problems.

4. Any Corrigendum about extension of date in respect of above tender shall be issued on our website [www.nrri.nic.in](http://www.nrri.nic.in) and website <https://eprocure.gov.in> only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated.
5. The Director, NRRI, Cuttack may at his/her discretion, extend this date by a fortnight and such extension shall be binding on Tenderers.
6. The Director, NRRI, Cuttack- 753006 reserves the right to accept or reject any or all the quotations either in full or in parts without assigning any reason.
7. **The job may be awarded initially for a period of one year, which may subsequently be extended based on the satisfactory performance of the service.**
8. If the date up to which the Tenders are to open for acceptance is declared to be a holiday, the Tenders shall be deemed to remain open for acceptance till the next working day.
9. Please note that only online bids will be accepted
10. **Link: [eprocure.gov.in](https://eprocure.gov.in)**

**Place: NRRI, Cuttack**

**Date : 08/01/2020**

**Digitally signed by : Assistant Administrative Officer**

**Date : 16/01/2020**

**Location : NRRI**



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**Note: All communications must be addressed to 'The Director', NRRI, Cuttack-6.**

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE JOB WORK CONTRACT FOR PROVIDING "ANNUAL CONTACT FOR PROVIDING SECURITY SERVICES" AT NRRI, CUTTACK-6.

From:

*The Director  
NRRI, Cuttack-6.*

Dear Sir (s),

E-tenders (in 2 bid system) are hereby invited on behalf of the Director, NRRI, Cuttack-6 for annual contract of PROVIDING JOB WORK/SERVICE CONTRACT FOR PROVIDING ALLIED SERVICES i.e. "ANNUAL CONTACT FOR PROVIDING SECURITY SERVICES" AT NRRI, CUTTACK-6. The terms and conditions of the contract which will govern any contract made are those contained in the General conditions of contract applicable to the contracts and the special terms and conditions are detailed in the tender forms and its schedules. Please submit your rates in the tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.

2) An earnest money of **Rs. 3,00,000/- (Rupees Three Lakh only)** must be deposited in the form of demand draft payable to Director NRRI, Cuttack-6. The particulars of the earnest money deposited must also be super-scribed on the top of the envelope by indicating the draft number and date, falling which the tenders will not be opened. The tenders will not be considered if earnest money is not deposited with the tenders. **However, EMD is exempted for agencies registered with National Small Industries Corporation (NSIC).**

3) The tenderer is being permitted to submit tender in consideration of the stipulation on his part that after submitting his tenders, he will not rescind from his offer or modify the terms and conditions thereof. If the tenderer fail to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by the Institute. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him after he applied for the same, in the manner prescribed by the Institute.

4) The tenders are liable to be ignored, if complete information as required is not given therein and if the particulars asked for in the schedules to the tenders is not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm, if it be partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm, if it is a company.

5) **If tenderer does not accept the offer, after issue of letter of award by Institute within 15 days, the offer made shall be deemed to be withdrawn without any notice & earnest money forfeited.**

6) In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other related documents must be signed by every partner of the firm. A person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has the authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the ICAR/NRRI shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all cost and damages. Each page of the tenders and annexure, if any, should be signed by the tenderer.

- 7) First, Technical bids will be opened and after evaluation of Technical bids in accordance with the qualifying criteria points as indicated in check list, a list of firm qualified in Technical bids will be prepared and the date of opening of Financial bids will be reflected. The Financial bids will be opened on the prescribed date and time in the website who qualified in Technical bids and only those firms will be considered for opening of financial bid who will qualify in the Technical bid.
- 8) The printout copy of the tenders and original EMD in the form of Demand Draft is to be submitted in a closed cover super-scribed as THE JOB WORK CONTRACT FOR PROVIDING ALLIED SERVICES "ANNUAL CONTACT FOR PROVIDING SECURITY SERVICES" AT NRRI, CUTTACK-6 with address of this office. All Tenders should be sent by Registered Post/Speed Post.
- 9) The Institute is not bound to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders in whole or in part. You are however at liberty to Tenders for the whole or any portion or to state in the tenders that the rates quoted shall apply only, if the tenders are considered fully. Other conditional Tenders will not be accepted.
- 10) **An amount of 8% of the Annual Contract Value as security deposit** for the contract is to be deposited by the selected agency/successful tenderer only after receiving a communication from the Institute. In the event of non-deposition of the same, the earnest money will be forfeited.
- 11) No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.
- 12) Goods & Service Tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and ICAR/NRRI will not entertain any claim whatsoever in this respect. However the GST or any other tax which is as per rules of the Govt., shall be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by the Government.
- 13) Successful Tenderer will have to enter into a detailed contract agreement with ICAR / NRRI on non-judicial stamp paper of **Rs. 100/- (Rupees One hundred only)**. A draft specimen agreement is enclosed for reference.
- 14) The Director, NRRI, Cuttack-6 reserves to itself the rights to cancel the tender either by part or full without assigning any reason thereof and without prior intimation to the tenderers.
- 15) Director, NRRI, Cuttack-6 reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons, not mandatory to be communicated to the tenderer.
- 16) Decision of Director, NRRI, Cuttack-6 shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any on the contract will be settled at his/her level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, NRRI, Cuttack-6. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.
- 17) Acceptance by the Institute will be communicated by FAX/Telegram, Express letter or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the FAX/Telegram/Express letter etc. should be acted upon immediately.

**Note:** 1) The NRRI will pay the bill inclusive the tax component and the contractor will deposit the tax and furnish proof of deposit to NRRI every month.  
2) The Agency will have to make payment for 02 consecutive months, even without receiving payment from NRRI.

Head of Office  
For and on behalf of the Director  
NRRI, Cuttack-6

TENDERS FOR THE CONTRACT FOR JOB WORK/SERVICE CONTRACT FOR "ANNUAL CONTACT FOR PROVIDING SECURITY SERVICES" AT NRRI, CUTTACK-6

Full Name & Address of the Tenderer in addition of Post/Box No., if any, should be quoted in all communications to this Office	:	
Telephone No.	:	
Telegraphic Address/FAX/Cellular No.	:	
E-Mail address	:	

From:

.....  
 .....

To

The Director,  
 NRRI, Cuttack-6.

I/we have read all the particulars regarding the General information and other terms and conditions of the contract for THE JOB WORK/SERVICE CONTRACT FOR "ANNUAL CONTACT FOR PROVIDING SECURITY SERVICES" AT NRRI, CUTTACK-6 and agree to provide the services as details in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in Schedule-I to this Tender and I/we agree to hold this offer open till 180 days. The rates quoted will be valid for a period of one year in the event of award of the Contract. I/We shall be bound by a communication acceptance dispatched within the prescribed time.

- 2) I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
- 3) The following pages have been added to and form a part of this Tender for the contract for Job Work/Service contract for "Providing Security Service at NRRI, Cuttack-6". The Schedule I & II to accompany this Tender are at pages\_\_\_\_\_
- 4) Every page so attached with this Tender bears my Signature and the office seal.
- 5) Pay order/DD No\_\_\_\_\_ of \_\_\_\_\_ drawn in favour of the Director, CRR, Cuttack-6 and payable at State Bank of India, Nayabazar Branch, Cuttack-4 (Code No. 2094) is enclosed as earnest money required.

Signature & Seal of the Tenderer

Signature of Witness:

Telephone No. (Office):

Name:

Telephone No. (Resi.):

Address:

Mobile No.:

Occupation:

**TECHNICAL BID**

Sl. No.	Documents required	Upload the scanned copy	Page No. of enclosures
a)	Registration certificate of the firm under the work contract of the Central Govt. /State govt.	pdf	
b)	Minimum turnover of the firm not less than <b>Rs. 10.00 Lakh (Rupees Ten Lakh only)</b> during the last financial year.	pdf	
c)	Minimum one year continuous experience of the firm in the field of providing such services in Central Govt. establishments/Autonomous bodies of Govt. of India/Corporations of Govt. of India/Reputed Public or Private Organizations provide the details in enclosed tabular form <b>(Format given in Schedule-III)</b>	pdf	
d)	Certified Balance sheet of the firm for last year of the service contract by the chartered accountant.	pdf	
e)	Duly certified copies of the satisfactory services where the Tenderer is providing the services during last year.	pdf	
f)	Employee EPF registration certificate issued by local govt. etc.	pdf	
g)	Employee ESI registration certificate issued by local govt.etc.	pdf	
h)	The contractor/agency must have a registration with the Contract Labour (Regulation and Abolition) Act. 1970. The Contractor shall obtain the labour license under this Act.	pdf	
i)	The details of staff including their names and address may be provided who are registered under ESI & EPF must be given separately. Minimum 50 nos. Ex-Servicemen (Staff/Supervisors) required with their ESI & EPF contributions. Documentary proof of vouchers to be required and may be attached.	pdf	
j)	Goods and Service tax registration certificate issued by Govt. etc.	pdf	
l)	<b>The bidders MUST be registered under the Home department of the concerned state and enclose the certificate to this effect.</b>	pdf	
m)	The Agency MUST have minimum 50 Ex-servicemen Security Guards & Security Supervisors in his muster roll. The list to be attached along with tender.	pdf	
n)	Copy of EMD Rs.3,00,000/-	Pdf	

- Note:**
- 1) The NRRI will pay the bill inclusive the tax and the contractor will deposit the tax and furnish proof of deposit to NRRI every month.
  - 2) The contractor will have to make payment for at least 02 consecutive months, even without receiving payment from NRRI.
  - 3) Successful Tenderer will have to enter into a detailed contract agreement with ICAR / NRRI on non-judicial stamp paper of Rs.100/- (Rupees one hundred only).

**SIGNATURE OF THE TENDERER WITH STAMP**



SCHEDULE TO TENDERS:

**Part-I**

- 1) Name of the Firm/Agency :
- 2) Full address with Post Box No. and Telephone No. if any :
- 3) Constitution of the Firm/Agency(Attached copy) Indian Companies Act,1956,Indian Partnership Act.1932 (please give names of partners) Any other Act, if not the owners :
- 4) For Partnership firms whether registered under the Indian partnership Act-1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender. :
  - i) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the Tenders to refer dispute condemning business of the partnership to arbitration? :
  - ii) If the answer to above is in point one and two the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partners. :
- 5) Name and full Address of your Bankers :
- 6) Your permanent Income Tax No/Circle/Ward :
- 7) Any other relevant information :

**Part-II**

- 8) Earnest Money Deposited (Yes/No) :

**Part-III**

- 9) Name and Address of the firm's representative and whether the firm would be representing and the opening of the Tenders. :
- 10) Name of the Permanent Representative to be visiting NRRI, Cuttack-6 regarding the contract. :

Date:

Place:

AUTHORISED SIGNATORY

GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF THE CONTRACT FOR PROVIDING “ANNUAL CONTACT FOR PROVIDING SECURITY SERVICES” AT NRRI, CUTTACK-6.

(National Rice Research Institute is situated at Cuttack a unit of Indian Council of Agricultural Research, Krishi Bhawan, Dr. Rajendra Prasad Road, New Delhi-110014)

**Scope of work:**

The approximate area to be supervised for providing Security Services at NRRI, Cuttack/ KVK, Santhapur is about 327 acres. The details of Security requirements and duties to be performed may be assessed by the service providing agencies in consultation with the In-charge, Security / Chairman, Security, NRRI, Cuttack and quote their rates accordingly.

- A) Frequent Security Service is required at the following points along with the entire area of this Institute.  
 B)

i)	<b>ESM Security Supervisor</b>	<b>02 Shifts</b>	One shift from 2.00 P.M. to 10.00 P.M. and another shift from 10.00 P.M. to 6.00 A.M.
ii)	<b>ESM Security Guards:</b>		
	Main gate	03 Shifts	'A' Shift 6.00 A.M. to 2.00 P.M. & 'B' Shift 2.00 P.M. to 10.00 P.M.
	Agronomy Gate	02 Shifts	Round the Clock
	Patrolling from Engg. Divn./CMU/EMU / Residential Colony.	03 Shifts	Round the Clock
	Security at main building reception.	03 Shifts	Round the Clock (Armed Security Guard)
	Nehru colony patrolling.	03 Shifts	Round the Clock
	Central Go-down and adjacent areas	03 Shifts	Round the Clock
	Field patrolling/Rice fish.	03 Shifts + 01 Shift	Round the Clock + 01 shift from 10.00 P.M. to 6.00 A.M. ('C' Shift with Armed guard.)
	New Auditorium/CGQL Building	03 Shifts	Round the Clock
	<b>Total:</b>	<b>26 shifts/</b>	
iii)	KVK, Santhapur	03 Shift	Round the Clock
	<b>Total:</b>	<b>29 Shifts</b>	

**N.B. :** Each Security guard will be allowed for 26 days per month as per rule in force. Additional manpower will be provided by the Agency to cover the shift duties in a month.

**N.B.:** The Price Bid should be submitted on-line in the “BOQ Format of Excel File” only as available in the Tender Notice in CPP Portal (<https://eprocure.gov.in>)

**TERMS & CONDITIONS:**

- 1) The supporting/allied services staff should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of staff/supervisor is to go on leave under intimation to this Office.
- 2) Changing of Staff/Supervisor should be intimated to the In-charge, Security, NRRI, Cuttack.
- 3) The Director, NRRI, Cuttack-6 reserves the right to reject any or all quotations in whole or in part without assigning any reason thereof. The decision of Director, NRRI, Cuttack-6 shall be final and binding on the contractor/Agency in respect of clause covered under the contract.
- 4) The staff provided should also maintain secrecy and discipline in the premises of Institute.
- 5) The staff provided should be capable of reading and writing Hindi and English with a minimum qualification of Middle Standard.
- 6) The Contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of NRRI, CUTTACK-6 for the purpose. All complaints should be immediately attended to by the Agency.

- 7) Uniform with colour specifications and pattern approved by NRRI, CUTTACK-6 should be supplied by the contractor to the worker at his own cost and it should be ensured that the working staffs etc. are in proper uniform while on duty.
- 8) The agreement is terminable with one month notice.
- 9) The contractor shall not sublet the work without prior written permission of the DIRECTOR, NRRI, CUTTACK-6.
- 10) The Contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
- 11) The Selected agency shall provide the necessary personnel for and at NRRI, CUTTACK-6 as per labour acts prevalent in Central Govt./State Govt. Security guards to be deployed shall be preferably ex-servicemen with robust health and clean record preferably within age group of below **25-45**. The watch and ward will be round the clock and 07 days of the week and shall be changed as per requirement of the NRRI from time to time. In case there is any change in employment of the Security Guard, such change shall be intimated to the security Agency in writing well in advance. They should be capable of preventing theft cases of undesirable elements and be conversant with use of conventional fire weapons. The security personnel should be dressed in proper uniforms while on duty. Any complaint against them shall be decided bilaterally with the Agency. Functional control over the security staff rests with the In-charge, Security / Chairman, Security, NRRI, Cuttack. The Agency shall be liable to pay compensation to NRRI for loss/damage due to theft/hooliganism as determined by the Director, NRRI, Cuttack-6.
- 13) The Institute will not provide any residential facility to the guards / supervisors. In case any of the personnel so provided is not found suitable by the Institute, the Institute shall have the right to ask for his replacement without giving any reason thereof and the agency shall on receipt of a written communication will have to replace such persons immediately.
- 14) The persons so provided by the agency under this contract will not be the employee of the ICAR/NRRI and there will be no employer-employee relationship between the ICAR/NRRI and the person so engaged by the contractor in the aforesaid services.
- 15) Payment for service contract will be made monthly upon submission of pre-receipted bill. Income Tax as applicable will be deducted at TDS only on service charges.
- 16) After physical inspection of the site, a very detailed assessment / requirements of personnel for providing security services at NRRI, Cuttack-6 shall have to be furnished along with the Tender.
- 17) All the Security Supervisors/guards to be deployed should be paid the minimum wages by the agency on the first week of the every month and the payment should be made in front of the authorized nominee of this Institute and a certificate in this regard should be furnished on the body of the bill by the In-charge, Security while submitting the monthly bill.
- 18) **As and when the VDA/Minimum Wages are enhanced by the Central Labour Commissioner, the same rate of wages should be paid. However, the enhanced rate of wages will be reimbursed by this Institute and the contract amount will be enhanced accordingly.**
- 19) The bidders are to quote their rates taken into account the VDA rate applicable as on **01/10/ 2019** (for watch and ward with arms / without arms)
- 20) The contractor will discharge all the legal obligations in respect of the workers / supervisors to be employed / deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the NRRI, Cuttack-6 from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of the Director, NRRI, Cuttack-6 shall be final and binding on the contractor.
- 21) Income Tax will be deducted from the payments due for the work done as per rule.
- 22) No guard should leave his point unless and until the reliever comes for shift duties, the supervisor will maintain all the registers, which are kept at concerned Section.
- 23) Changing of Supervisor/Staff should be intimated to the In-charge, Security, NRRI, Cuttack.
- 24) The rates to be quoted should include cost of each and every item including transportation cost, manpower cost, royalty and taxes etc. The NRRI shall not bear any extra charge on any account whatsoever i.e. EPF contribution, EIS contribution other related statutory dues as per Minimum wages Act, 1948, contract Labour (R&A) Act, 1970, BOCW(RE&CS) Act, 1996 Uniform, Liveries, OTA etc.
- 25) The contract is subject to the condition that the tenderer will comply with all the laws and acts of Central Govt., State Govt. relating to this contract made applicable from time to time.

- 26) **Risk Clause:** NRRI, Cuttack-6 reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by raising a separate claim.

**LIQUIDATED DAMAGES CLAUSE:**

1. An amount equivalent to two days of contract amount will be levied as liquidated damages per day whenever and wherever it is found that the work is not up to the mark in any section. It will be brought to the notice of the supervisory staff of the firm by NRRI, Cuttack-6 and if no action is taken within one hour, liquidated damages clause will be invoked.
2. Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person(s) will have to be replaced immediately.

The Director, NRRI, Cuttack-6 reserves the right to reject any or all Tenders in whole or in part without assigning any reasons thereof. The decision of the Director, NRRI, Cuttack-6 shall be final and binding on the contractor/agency in respect of any clause under the contract.

**Details of the experience/work done:**

Sl. No.	Name of the Deptt. / Organization & Name of contract person with phone No.	Period		No. of staff deployed	Remarks (Contact farms telephone No. of the concerned Deptt.)
		From	To		

(Authorized Signatory)  
With Stamp/Seal

**CERTIFICATE FOR NON BLACK LISTING**

(On non-judicial stamp paper worth Rs.100/- only)

We..... (name of the firm) certify that our company/firm has not been black listed by any Government Department/Government Educational Institutions/Research Institutes during the last three years.

Authorized signatory of Bidder with Seal

Name.....

Designation.....

**ANNEXURE C: TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Dated the ....., 2020

To

The Director  
ICAR-National Rice Research Institute  
Cuttack – 753006

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned "Tender/Work" from the web site(s) namely: [www.nrri.nic.in](http://www.nrri.nic.in) / <https://eprocure.gov.in/eprocure/app> etc.: as per your NIT/ advertisement, given in the above-mentioned website (s).
2. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
3. I/ We hereby unconditionally accept the tender conditions of above mentioned tender document(S) / corrigendum (s) in its totality /entirety.
4. I/We do hereby declare that our Firm has not been blacklisted/debarred by any Govt. Department/Public sector undertaking.
5. I/We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the fully said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

L/L No. :

Mob No.:

E-mail ID:

**DRAFT SPECIMEN AGREEMENT**

This agreement is made at NRRI, Cuttack-6 on this ..... between the National Rice Research Institute a unit of Indian Council of Agriculture Research a Society registered under the Societies Registration Act 1960, through Director, National Rice Research Institute, Cuttack-753006 which term shall include its successors, assignees etc. (Herein after called NRRI) on the First party and ..... having its office at ..... which term shall include its authorized representatives, successor, assignees etc. (hereinafter called the Agency) on the other part.

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

**NOW THEREFORE it is agreed by and between NRRI AND THE AGENCY as under:-**

1. That the Security agency shall carry out the security and watch and ward of the National Rice Research Institute, Cuttack-6 (Orissa) as per the requirements and instructions given to them by the authorities of NRRI from time to time for a period one year w.e.f..... until further orders.
2. That a list showing the jobs to be carried out by the Agency is attached as Annexure-I. However, these are only guidelines. Additional jobs or modifications in the job will be carried out with the approval of the authorities of the NRRI.
3. That the Agency shall render the services on the job contract basis at the rate of ...../- **per month** (Rupees ..... only) which includes EPF contribution, ESI contribution and any other statutory provisions and liabilities to be discharged by the Security Agency.
4. That Security guards to be deployed shall be robust ex-servicemen with good health and clean record and between **25 to 45** years of age. The watch and ward will be round the clock and 07days of the week and shall be changed as per requirement of the NRRI from time to time. In case there is any change in employment of the Security guard, such change shall be intimated to the Agency in writing well in advance.
5. That the Agency shall employ its own staff/employees as may be required for the purpose of execution of the work which shall be subject to the approval of the NRRI authorities.
6. That the Agency agrees to discharge all its legal obligations to its employees in respect of their wages and other service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. statutory obligations under Contract Labour (Regulation & Abolition) Act 1970 Minimum Wages Act. Workmen's Compensation Act, EPF & MP Act, Industrial Dispute Act etc. The Security Agency agrees to indemnify and keep indemnified the NRRI from any claims, loss or damages that may be caused to the NRRI on account of the Security Agency's failure to comply with their obligations under the various laws towards their staff/employees employed by them or any loss or damage to NRRI due to acts / omissions of the Agency.
7. That the stationery items like registers, scales, writing pads, pencils, staplers etc. will not be provided by the NRRI and Uniforms will not be allowed to be washed in the NRRI premises. The uniform of the security personnel's and other related items as mentioned above will be provided by the Security Agency. The NRRI have to pay only the amount which has been agreed to as per items no.03. Torch, Lathi and whistle shall also be provided by the Security Agency along with Uniform including shoes.
8. That the security agency shall submit its bills after the completion of each month during the first week of the following month of the services rendered previous months to the Director, NRRI, Cuttack-6. The payment will be made through E-Payment on receipt of confirmation regarding satisfactory execution of services by the officer authorized for this purpose. In case, the services are not provided up to the satisfaction of the authorities, suitable deduction will be made from the payment at the discretion of Director, NRRI, Cuttack, whose decision shall be final and binding on the Security Agency. The bankers detail i.e. Account Number, Bank name with branch and IFSC Code should be clearly mentioned on the bill for effecting E-payment.

9. That the Security Agency agrees to get all the security staff members and their employees insured against any liability arising under the Workman's compensation act or under the common law. The security agency agrees to indemnify against any claim that the NRRRI may have to meet in respect of its staff members and / or Workman / employees on account of any accident or for any other reason.
10. That it is further clarified that under no circumstances, the staff member and / or the Workmen / employees of the Security Agency shall be treated, regarded or considered or deemed to be the employees of the NRRRI and the Security Agency alone shall be responsible for their remuneration, wages and to their benefits and services conditions of all the employees deployed by the agency and shall indemnify and keep indemnified the NRRRI against any claim may have to meet towards the employees of the Security Agency.
11. That further, it is agreed that the Security agency will ensure that no theft or damages to the NRRRI property should take place during the tenancy of the service contract of the Security Agency. In case any theft or damage to the NRRRI Property occurs during the service contract period due to the negligence of the security staff / employees of the Security Agency, the security agency shall be held responsible for such losses and damages, if after a properly constituted enquiry (consisting of two members of the NRRRI and one member of the security agency) come to the conclusion that the loss is attributable to the negligence on part of security personnel of the security agency, the estimated amount of loss shall be realized from the monthly bill of the security agency. The Security Agency shall attend all the police cases from time to time during the contract period, if required.
12. That the Security Agency will provide the Security Services at the rates mentioned in the foregoing paragraph round the clock in three shifts running from 6.00 a.m. to 2.00 p.m., 2.00 p.m. to 10.00 p.m., 10.00 p.m. to 6.00 a.m. The Security Supervisor of the Security Agency should be present to supervise the security work invariably between the shifts from 6.00 a.m. to 2.00 p.m. to 10.00 p.m. and 10.00 p.m. to 6.00 am.
13. That if any question or dispute arise between the parties hereto or their representatives with respect to the meaning or effect of any clauses of this agreement or about the rights of liabilities of the parties hereto, then such a question or dispute shall be referred to the arbitrator and such arbitrator shall be appointed by the NRRRI and the award shall be governed by the provisions of the Arbitration & Conciliation Act 1996 in force in Indian Union for the time being and shall be binding on both the parties hereto.
14. That notwithstanding anything contained in clause 13, it is expressly agreed and understood that the NRRRI at its sole discretion will terminate the agreement in case of following contingencies:
  - a) If the security agency fails to execute the work entrusted to the satisfaction of the One Part of which the One Part /First Party shall be the sole judge.
  - b) If the security agency fails to discharge its legal obligations towards the employees security personnel employed at One Part / First party premises.
  - c) If for any reason whatsoever, the security agency is not able to perform their part under this agreement for continuous period of ten days or more.
  - d) If the security agency commits breach of any of the clauses of the agreement.
  - e) If the One Part / First Party is required to pay any damages and / or compensation and / or any payment to their customers / visitors on account of any negligent action and / or misbehavior on part of the security agency.
  - f) If the security agency is unable to give proper account of tools, equipments etc. entrusted to them for their custody and fail to return when demanded for the execution of work under this agreement.
  - g) The Security agency shall inform the One Part / First Party immediately of their having been granted the approval by the Government of India to operate as Private Security Guards Agency under regulation of Employment and Welfare Act 1981. The Security Agency shall obtain the license under section 12 of the contract labour (Regulation & Abolition) Act 1970 from the Competent Authority and shall also keep them registered with any other concerned authority as required by any other law. During the currency of agreement Security Agency shall have license under section 12 of the Contract Labour (R&A) Act 1970. In default of these agreement will be liable to be terminated.
  - h) The One Part / First Party will not be made liable to answer any officials under Security Funds board ..... It shall be the sole responsibility of the security agency to satisfy any of the officials of the Security Guards Board.
  - i) Under no circumstances, the One Part / First Party shall be made liable or additional monetary involvement than what has been mutually agreed.



15. OBLIGATIONS:

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

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

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

For and on behalf of  
Secretary, ICAR/NRRI

For and on behalf of  
The Security Agency

Head of Office  
For and on behalf of the Director,  
NRRI, Cuttack - 753006  
Name & Designation and Stamp/seal

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

Signature of Witness 1 :

Name:

Address:

Signature of Witness 1 :

Name:

Address:

Signature of Witness 2 :

Name:

Address:

Signature of Witness 2 :

Name:

Address: