



भाकूअनुप -राकूकूय चावल अनुसंधान संकूथान, कटक-753006 (ओडूशा)

**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: [directorcrricuttack@gmail.com](mailto:directorcrricuttack@gmail.com) / [director.nrri@icar.gov.in](mailto:director.nrri@icar.gov.in) / [crrictc@nic.in](mailto:crrictc@nic.in)

**An ISO 9001:2015 Certified Institute**



## **BID DOCUMENT**

**NAME OF WORK:** Tender for Job/Work/Service Contract for "Providing Security Services at ICAR-NRRI, Cuttack"

**Tender Enquiry No: 10/Security/NRRI/Tech./2021**

**Tender published at Website:**

<http://eprocure.gov.in>

<http://icar-nrri.in>

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

**0120- 4001002**



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F. No. 53-07/2021-22/Security/Tech.

**E-TENDER NOTICE**

**Tender Enquiry No: 10/Security/NRRI/Tech./2021**

Online Quotations/tenders are invited from reputed contractors for **Tender for Job/Work/Service Contract for "Providing Security Services at ICAR-NRRI, Cuttack"** on behalf of Director ICAR- National Rice Research Institute, Cuttack-6.

1. The tender form/bid document can be downloaded from the <https://eprocure.gov.in/eprocure/app> and our website <http://icar-nrri.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.
2. **As and when the VDA/Minimum Wages are revised/enhanced by the Central Labour Commissioner, the same rate of wages should be paid to the Supervisor/Guards deployed by the Firm/Agency at ICAR-NRRI. However, the revised/enhanced rate of wages will be reimbursed by this Institute and the contract amount will be revised/enhanced accordingly.**
3. **Estimated cost is approximately Rs. 100 lakhs per annum.**

**CRITICAL DATES**

Tender Number	<b>10/Security/NRRI/Tech./2021</b>
Description of work	<b>Tender for Job/Work/Service Contract for "Providing Security Services at ICAR-NRRI, Cuttack"</b>
Type of Tender	Two Bid system
Bid submission Start Date and Time	<b><u>06/08/2021</u> at 3.00 p.m. to onward</b>
Bid submission End Date and Time	<b><u>26/08/2021</u> up to 3.00 p.m.</b>
Date and time of opening Tenders	<b><u>27/08/2021</u> at 3.00 p.m.</b>
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>Exempted till 31.12.2021, but Bid Security Declaration (Annexure-IX) must be submitted in the letterhead of the bidders for accepting the clause that <u>the bidder will be suspended from participation in bidding process for One Year from the date of opening if they withdraw or modify their bids during the period of validity etc.</u></b>
Security Deposit	<b>3%</b> (three) of the Total Annual Contract Value shall be deposited in shape of Demand Draft in favour of the Director, ICAR-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>06/08/2021</u> to <u>26/08/2021</u> up to 3.00 p.m.</b>
Details of tender	Tender Document is also available on ICAR-NRRI, Cuttack website <b><a href="http://icar-nrri.in">http://icar-nrri.in</a></b>

**Important Notes:**

1. Tender Document 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.
3. ICAR-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 bidders 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 **<http://icar-nrri.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, ICAR-NRRI, Cuttack may at his/her discretion, extend this date by a fortnight and such extension shall be binding on bidders.

6. The Director, ICAR-NRRI, Cuttack- 753006 reserves the right to accept or reject any or all the quotations/bids either in full or in parts without assigning any reason thereof.
7. **The Job/Work/Service 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](http://eprocure.gov.in)**

Head of Office  
For and on behalf of  
The Director, ICAR-NRRI, Cuttack



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

**INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE  
Tender for Job/Work/Service Contract for "Providing Security Services at ICAR-NRRI, Cuttack"**

From:

*The Director  
ICAR-NRRI, Cuttack-6.*

Dear Sir (s),

E-tenders (in 2 bid system) are hereby invited on behalf of the Director, ICAR-NRRI, Cuttack-6 for **Tender for Job/Work/Service Contract for "Providing Security Services at ICAR-NRRI, Cuttack"**. 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 form and its schedules. Please submit your bid in the tender form, if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.

2) The Bidders are being permitted to submit their bids in consideration of the stipulation on their part that after submitting the bid, they will not rescind from their offer or modify the terms and conditions thereof.

3) The bids are liable to be ignored, if complete information as required are not given therein and if the particulars asked for in the schedules to the tender is not duly filled in. Individual signing the bid or other documents connected with the contract may specify whether he/she signs it in the capacity of (i) a sole proprietor of the Firm/Agency or constituted attorney of such sole proprietor , or (ii) a partner of the Firm/Agency, if partnership, he/she 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/Agency, if it is a company .

4) If the bidder does not accept the offer, after issue of letter of award by ICAR-NRRI within the time stipulated, the offer shall be deemed to be withdrawn without any notice.

5) In case of partnership Firm/Agency, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders/bids 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/she 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 any Civil and Criminal remedies, can cancel the contract and hold the signatory liable for all cost and damages. Each page of the tender and annexures, if any, should be signed by the bidder.*

6) 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/Agency qualified in Technical bids will be prepared and the date of opening of Financial bids will be reflected. Only those Firm/Agency will be considered for opening of Financial bid, who will qualify in the Technical bid.

7) ICAR-NRRI is not bound to accept the lowest or any other tender and also reserve to itself the right of accepting the tenders in whole or in part. However, the bidders at liberty to quote 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.

8) **An amount of 3% of the Annual Contract Value as Security Deposit** for the contract is to be deposited by the selected /successful tenderer only after receiving a communication from the Institute.

9) No interest on Security Deposit shall be paid by ICAR-NRRI.

10) Goods & Service Tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by Firm/Agency and ICAR-NRRI will not entertain/liable for any claim whatsoever in this respect. However, GST or any other Tax which is applicable as per rules of the Govt., shall be deducted at

source from monthly bills of the successful tenderer, as per rules/instructions issued from time to time by the Government.

11) 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.

12) The Director, ICAR-NRRI, Cuttack-6 reserves to itself the right to cancel the tender either by part or full without assigning any reason thereof and without prior intimation to the tenderers.

13) Director, ICAR-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.

14) Decision of Director, ICAR-NRRI, Cuttack-6 shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any, on this contract agreement will be settled at his/her level by mutual consultation and in case of failure of settlement, the dispute shall be referred to the sole arbitrator appointed by the Director, ICAR-NRRI, Cuttack-6. The decision of the sole Arbitrator, shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.

15) Acceptance/offer will be communicated by FAX/Telegram/Express letter/E-mail or any other form of communication. Formal letter of acceptance and work order will be forwarded as soon as possible, but the earlier communication should be acted upon immediately.

**Note:** 1) The NRRI will pay the bill excluding GST amount and GST amount will be released after submission of GST B2B return by the service provider.  
2) The Firm/Agency will have to make payment for at least 02 consecutive months, even without receiving payment from ICAR-NRRI.

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

**Tender for Job/Work/Service Contract for "Providing Security Services at ICAR-NRRI, Cuttack"**

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 ID	:	

From:

.....  
 .....

To

The Director,  
 ICAR-NRRI, Cuttack-6.

I/we have read all the particulars regarding the General information and other terms and conditions of the contract for **Tender for Job/Work/Service Contract for "Providing Security Services at ICAR-NRRI, Cuttack"** and agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify given in Schedule-I to this Tender in the acceptance of the Tender as per the accepted/approved rates 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 the requirements.
- 3) The following pages have been added to and form a part of this Tender. 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.

Signature &amp; Seal of the Tenderer

Signature of Witness:

Telephone No. (Office):

Name:

Telephone No. (Resi.):

Address:

Mobile No.:

E-mail ID:

Occupation:

**CHECK LIST FOR TECHNICAL BID EVALUATION**

Sl. No.	Documents required	Upload the scanned copy	Page No. of enclosures
a)	Registration certificate of the Firm/Agency under Central Govt. /State govt./DGR/MSME/NSIC etc.	pdf	
b)	Minimum turnover of the Firm/Agency not less than <b>Rs. 30.00 Lakh (Rupees Thirty Lakh only)</b> during 2020-21.	pdf	
c)	Minimum three years continuous experience of the Firm/Agency during 2018-19, 2019-20, 2020-21 in the field of providing such services in Central/State Govt./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/Agency during 2018-19, 2019-20, 2020-21 duly certified by the Chartered Accountant.	pdf	
e)	Duly certified copies of the satisfactory services during 2018-19, 2019-20, 2020-21 where the Tenderer is providing the services.	pdf	
f)	Employee's EPF registration certificate	pdf	
g)	Employee's ESI registration certificate	pdf	
h)	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 (names and address) who are registered under ESI and EPF must be given separately. Minimum 50 nos. Ex-Servicemen (Staff/Supervisors) required to be registered with their ESI and EPF contributions. Documentary proof of latest vouchers to be attached.	pdf	
j)	Goods and Service Tax registration certificate issued by Govt.	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 and Security Supervisors in his muster roll. The list to be attached along with PPO No./ any authentic document in support of the Ex-serviceman along with the tender.	pdf	

**Note:**

1. The NRRI will pay the bill excluding GST amount and GST amount will be released after submission of GST B2B return by the service provider.
2. Photocopies of all necessary documents duly self-attested must be attached for the purpose of Technical Evaluation.
3. The contractor will have to make payment for 2 consecutive months, even without receiving payment from NRRI.
4. 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).
5. Only those firms that qualify the technical bid will be considered for opening the financial bid.

**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 Firm/Agency 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/Agency 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 representative :
- 10) Name of the Permanent Representative to be visiting ICAR-NRRI, Cuttack-6 regarding the contract. :

Date:  
Place:

AUTHORISED SIGNATORY

**GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF THE CONTRACT FOR Tender for Job/Work/Service Contract for "Providing Security Services at ICAR-NRRI, Cuttack"**

(ICAR-National Rice Research Institute is situated at Cuttack a unit of Indian Council of Agricultural Research, Krishi Bhawan, Dr. Rajendra Prasad Road, New Delhi-110001)

**Scope of work:**

The approximate area to be supervised for providing Security Services at ICAR-NRRI, Cuttack and KVK, Santhapur (A unit of ICAR-NRRI) is about 327 acres. The details of Security requirements and duties to be performed may be assessed by the Firm/Agency in consultation with the In-charge, Security / Chairman, Security, ICAR-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.

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 Engineering Division/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 Unit.	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 Firm/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 Firm/Agency, whenever anyone of staff/supervisors is to go on leave under intimation to this Office.
- 2) Changing of Staff/Supervisor should be intimated to the In-charge, Security, ICAR-NRRI, Cuttack.
- 3) The Director, ICAR-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, ICAR-NRRI, Cuttack-6 shall be final and binding on the Firm/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 in Hindi and English with a minimum qualification of Middle Standard.
- 6) The Firm/Agency shall keep a complaint register with the supervisor and it shall be open to verification by the authorized officer of ICAR-NRRI for the purpose. All complaints should be immediately attended to by the Firm/Agency.

- 7) Uniform with colour specifications and pattern approved by ICAR-NRRI should be supplied by the Firm/Agency to the ESM Supervisor/Guards at their own cost and it should be ensured that the working staffs are in proper uniform while on duty.
- 8) The agreement is terminable with one month notice.
- 9) The Firm/Agency shall not sublet the contract without prior written permission of the DIRECTOR, ICAR-NRRI, CUTTACK-6.
- 10) The Firm/Agency or its services shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
- 11) The Selected Firm/Agency shall provide the necessary personnel as per labour acts prevalent in Central Govt./State Govt. Security guards to be deployed shall be Ex-servicemen with robust health and clean record within age group of 25-65 years. As deployment will be strictly ESM. Before commencement of the contract, the firm should provide the evidences pertaining to ESM of all the guards to the Security in-charge and the copy of the same to be handed over the Assistant Administrative Officer, Technical Section. The watch and ward will be round the clock and 07 days of the week and shall be changed as per requirement of ICAR-NRRI from time to time. In case there is any change in deployment of the Security Guards, such change shall be intimated to the Firm/Agency in writing well in advance. The Security Guards should be capable of preventing theft cases of undesirable elements and be conversant with use of conventional fire weapons. Any complaint against them shall be decided bilaterally. Functional control over the security staff rests with the In-charge, Security / Chairman, Security, ICAR-NRRI, Cuttack. The Firm/Agency shall be liable to pay compensation to ICAR-NRRI for any loss/damage due to theft/hooliganism as determined by the Director, ICAR-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 Firm/Agency shall on receipt of a written communication, will have to replace such persons immediately.
- 14) The persons so provided by the Firm/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 Firm/Agency in the aforesaid services.
- 15) Payment for service contract will be made monthly upon submission of pre-receipted bill in triplicate. Income Tax as applicable will be deducted at TDS.
- 16) After physical inspection of the site, a very detailed assessment/requirements of personnel for providing security services 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 Firm/Agency on 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 countersigned by the Chairman (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 minimum rate of wages as applicable (for watch and ward with arms / without arms)
- 20) The Firm/Agency will discharge all the legal obligations in respect of the guards / supervisors to be deployed by them for the execution of the service 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 Firm/Agency shall indemnify and keep indemnified ICAR- 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, ICAR-NRRI, Cuttack-6 shall be final and binding on the Firm/Agency.
- 21) Income Tax will be deducted from the payments due for the service, 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 with due replacement should be intimated to the In-charge, Security, ICAR-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 ICAR-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 applicable from time to time.



CERTIFICATE FOR NON BLACK LISTING

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

We..... (name of the firm) certify that our Firm/Agency 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.....

**BID SECURITY DECLARATION**  
**(To be given on letter head)**

I/ We M/s. \_\_\_\_\_ do hereby declare that if I/we withdraw or modify our bid during period of validity, I/we shall be suspended for the time specified in the tender documents.

Signature with seal of the Bidder

Date:

Place:

Note: This letter of authority should be on the **letter head of the quoting firm** and should be signed by a person competent and having the power of attorney to bind the same, otherwise the firm will be disqualified.

**ANNEXURE – C: TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Dated the ....., 2021

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 uploaded by ICAR-NRRI.
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/Agency has not been blacklisted/debarred by any Govt. Department/Public sector undertaking.
5. I/We certify that all information furnished by the our Firm/Agency is true & correct and in the event that the information is found to be incorrect/untrue or found fabricated/violated, then your department/organization shall without giving any notice or reason thereof 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**

(As per Rule 145 of GFR)

**Tender for Job/Work/Service Contract for "Providing Security Services at ICAR-NRRI, Cuttack"****Work Order/LOI No. \_\_\_\_\_/Tech. Date: \_\_\_\_/\_\_\_\_/2021**

This agreement is made at ICARNRRI, Cuttack-6 on this .....day of ....., 2021 between the ICAR-National Rice Research Institute a unit of Indian Council of Agriculture Research, a Society registered under the Societies Registration Act 1960, through the Director, ICAR-National Rice Research Institute, Cuttack-753006 which term shall include its successors, assignees etc. (Herein after called ICAR-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 Second Party.

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

**NOW THEREFORE it is agreed by and between the parties as under:-**

1. That the Firm/Agency shall carry out the security service and watch and ward of the ICAR-National Rice Research Institute, Cuttack-6 (Orissa) as per the requirements and instructions given to them by the authorities of ICAR-NRRI from time to time for a period one year w.e.f..... and / or until further orders.
2. That a list showing the services to be provided by the Firm/Agency is attached as Annexure-I. However, these are only guidelines. Additional services or modifications in the service will be carried out by the Firm/Agency with the approval of the authorities of the ICAR-NRRI as per the requirement.
3. That the Firm/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 all other statutory provisions and liabilities to be discharged by the Firm/Agency.
4. That Security guards to be deployed shall be robust ex-servicemen with good health and clean record and between **25 to 65** years of age. The watch and ward will be round the clock and 07 days of the week and shall be changed as per requirement of ICAR-NRRI from time to time. In case there is any change in deployment of the Security guard, such change shall be intimated to the Firm/Agency in writing well in advance.
5. That the Firm/Agency shall deploy its own staff/employees as may be required for the purpose of execution of the work/service, which shall be subject to the approval of ICAR-NRRI.
6. That the Firm/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 Firm/Agency agrees to indemnify and keep indemnified ICAR-NRRI from any claims, loss or damages that may be caused to ICAR-NRRI on account of the Firm/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 ICAR-NRRI due to acts / omissions of the Firm/Agency.
7. That the stationery items like registers, scales, writing pads, pencils, staplers etc. will not be provided by ICAR-NRRI and Uniforms will not be allowed to be washed in ICAR-NRRI premises. The uniform of the security personnel's and other related items as mentioned above will be provided by the Firm/Agency. The ICAR-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 Firm/Agency shall submit the monthly bills after completion of each month during the first week of the preceding month of the services rendered to the Director, ICAR-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 the Director, ICAR-NRRI, Cuttack, whose decision shall be final and binding on the Firm/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 Firm/Agency agrees to get all the security guards/supervisors insured against any liability arising under the Workman's compensation act or under the common law. The Firm/Agency agrees to indemnify ICAR-NRRI against any claim that may have to meet in respect of its workmen 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 Firm/Agency shall be treated, regarded or considered or deemed to be considered the employees of ICAR-NRRI and the Firm/Agency alone shall be responsible for their remuneration, wages and to their benefits as well



as service conditions in respect of all the guards/supervisors deployed and shall indemnify and keep indemnified ICAR-NRRI against any claim that may have to meet towards the staff of the Security Agency.

11. That further, it is agreed that the Firm/Agency will ensure that no theft or damages to the ICAR-NRRI property should take place during the tenancy of the service contract of the Security Agency. In case any theft or damage to the ICAR-NRRI Property occurs during the service contract period due to the negligence of the security staff 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 ICAR-NRRI 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 arises 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 ICAR-NRRI 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 ICAR-NRRI at its sole discretion will terminate the agreement in case of following contingencies:
  - a) If the security agency fails to execute the entrusted work to the satisfaction of the First Party of which the First Party shall be the sole judge.
  - b) If the security agency fails to discharge its legal obligations towards the security personnel deployed at First party's 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 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 (Second Party).
  - 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 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 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 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 monthly security bill.
  - iii) A daily list of Security Supervisor and Security Guards on duty should be provided to the In-charge Security of this office.
  - iv) A detailed list of Security Supervisors and Security Guards along with their P.P.O., photographs attested by the agency including permanent address should be provided to ICAR-NRRI in original along with Xerox copies for record before taking over the charge of security service. The same will apply to all guards / supervisors, if changed during the contract period.

In case of any of the above contingencies, the 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.

That the terms and conditions as stipulated in the tender document shall be the part of this Agreement.

The decision of the Director, ICAR-National Rice Research Institute, Cuttack- 753006 shall be final and binding on the Firm/Agency in respect of any clauses covered or not covered under this contract/agreement and/or any matter incidental to the contract/agreement.

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

For and on behalf of  
ICAR-NRRI

For and on behalf of  
The Security Agency

Head of Office  
For and on behalf of the Director,  
ICAR-NRRI, Cuttack - 753006  
with Stamp/seal

Authorized Signatory  
For and on behalf of the Firm/Agency  
Name & Designation with 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: