

**NATIONAL INSTITUTE FOR EMPOWERMENT OF
PERSONS**

WITH MULTIPLE DISABILITIES

(Dept. of Empowerment of Persons with Disabilities (Divyangjan)

Ministry of Social Justice and Empowerment, Govt of India)



ECR, Muttukadu, Kovalam Post, Chennai 603 112, Tamil Nadu

Fax: 044-27472389 Tel: 044-27472104, 27472113, 27472046 Tolle Free

No:18004250345

Website: www.niepmd.tn.nic.in E-mail: niepmd@gmail.com

TENDER DOCUMENT FOR SECURITY SERVICES

Last date for sale of Tender	12.00 p.m on 30.11.2016
Cost of Tender Document	Rs 1000/-
Last Date, Time & Place for submission of Tender document	03.00 p.m on 30.11.2016, Tender box,NIEPMD, Muttukadu,ch-603112.
EMD to be attached with Tech bid by way of DD in favor of Director, NIEPMD payable at chennai.	Rs 30,00,00/-
Date, Time & Place of Tender opening	03.30p.m on 30.11.2016 at NIEPMD

Price: Rs.1000.00

(Those who download the tender document From Website should enclose a DD for towards cost of tender)

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TENDER DOCUMENT FOR SECURITY SERVICES

NIEPMD/Estate 6(09)/2016-17

Date: 08.11.2016

NATIONAL INSTITUTE FOR EMPOWERMENT OF PERSONS WITH MULTIPLE DISABILITIES (NIEPMD) invites sealed tenders under two-bid system from reputed and experienced Security Services Agencies for providing Security services at the above address.

The interested agencies are required to go through the Draft Agreement, GCC and SCC before submitting the tender. The technical and financial bids shall be put in separate Sealed Covers mentioning on top right of respective envelop as "Cover-I containing Technical Bid" and "Cover-II containing Financial Bid" should be placed in a third sealed cover super scribed as "Tender for Security Services" and should reach NIEPMD on or before 03.00 pm on 30.11.2016. The technical bids shall be opened on the same day at NIEPMD at 03.30 pm in presence of authorized representatives of tenderers.

The tender document containing eligibility criterion, scope of work, term& conditions and draft agreement can be purchased from NIEPMD on any working day between 0930 and 1700 hrs on payment of Rs. 1000.00(Demand Draft) only or can be downloaded from the NIEPMD website. Those who download the tender document from website should enclose an additional DD for Rs.1000.00 along with their tender bid in the Cover-I "Technical Bid". The bid security (EMD) of Rs.3,00,000/- (Rupees three lakhs only) should be paid by Demand Draft in favour of Director NIEPMD payable at Chennai.

Technical bid shall be submitted with all supporting documents including EMD, Application cost, General Conditions of contract, Special conditions of Contract and Draft Agreement. Financial bid should not have any other documents except the bid.

All pages of technical as well as financial bids shall be initiated by the authorized signatory of the Tenderer. Unsigned Tenders are liable to be rejected. Also to follow the format of technical bid and financial bid scrupulously.

Any further clarification and/or corrigendum(s) shall be communicated through **Estate section** on the NIEPMD website www.niepmid.tn.nic.in

/sd/

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TENDER FOR SECURITY SERVICES

TECHNICAL BID

(In separate sealed Cover-I super scribed as Technical Bid)

<p>1. Details of the DD/Pay Order of Rs.3,00,000/- towards bid security (EMD) and a DD for Rs.1000/- in case tender document is downloaded from NIEPMD website. DD No.: Date: Drawn on:</p>	
<p>2. Name & Address of the Tendering Organization /Agency with phone number, e-mail and name and telephone/mobile number of contact person.</p>	
<p>3. Experience in the work of providing Security Services (minimum 03 years). Particulars of experience (Attach certificates, testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/ or on hand for last 3years along with a certificate from the agency where the job was carried out.</p>	<p>In following format</p>

SI.No	Name of Organization with complete address and telephone numbers to whom services provided	From	To	Contracted Amount (Rs per month	Reason for Termination
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<p>4. Set-up of your Organization, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this service: (Please attach a separate sheet if needed)</p> <p>a) Is the establishment registered with the Government, Please give details with document/evidence?</p> <p>b) Details of labour licence? Please provide details and attach a copy. Licence to keep armed guards and licence for guns/shots should also be enclosed.</p> <p>c) Undertaking of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in NIEPMD.</p>	
<p>5. Are you covered by the labour Legislations, such as, ESI, EPF, and Gratuity Act etc...? Attach copies of registration & Employee's Remittance (a few)</p>	
<p>5 a EPF No. :(please attach a copy of electronic challan of remittance made to EPF)</p>	
<p>5 b ESI No</p>	
<p>6. Please attach copy of last 3 years return of Income Tax.</p>	
<p>7. Please attach balance sheet of the company, duly certified by Chartered Accountant for last 3 years.</p>	
<p>8.PAN No.(Please attach copy)</p>	
<p>9.Service Tax Registration No.(Please attach copy)</p>	
<p>10. Acceptance of General Conditions of Contract, Special Conditions of Contract and Draft Agreement attached (Yes/No). Please sign each page of GCC, SCC and Draft Agreement as token of acceptance and submit as part of tech bid document.</p>	
<p>11. Power of Attorney/Authorization for signing the bid documents.</p>	

<p>12. Please submit an undertaking that no case is pending in the police against the Proprietor/Firm/Partner or the Company (Agency). Indicate any convictions in the past against Company/Firm/Partner.</p>	
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Declaration by the Tenderer:

This is to certify that I/we before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Enclosure: 1. DD. No. _____
2. GCC & SCC (each page must be signed and sealed)

Date:

(Signature of Tenderer with seal)

Name:

Seal:

Address:

Phone No:

NATIONAL INSTITUTE FOR EMPOWERMENT OF
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TENDER FOR SECURITY SERVICES

FINANCIAL BID

(In sealed Cover-II super scribed "Financial Bid")

Sl/No	Particulars	Unit	Rate per persons/per month* (Rs)	Amount (Rs)
1.	Supervisor	10	13440	134400
2.	Security Guards	30	12210	366300
3.	Administrative Charges**	40	Rs. _____ per person / Per month (Only this rate is to be filled by the contractor)	Rs. _____
Total Amount payable monthly.				

Note:*

1. Rate per person per month as per the Minimum Wages applicable for Zone-A has been filled above.
2. **CONTRACTORS ARE REQUIRED TO FILL UP THE Serial No:3 ONLY i.e., their ADMINISTRATIVE CHARGES- Per Person Per month. Exact Amount should be quoted and NOT in percentage, etc.****
3. Service Tax, any other charges as per the Govt. norms will be paid by the Institute. As such, THE CONTRACTORS NEED NOT TO MENTION ANY THING ABOUT THESE TAXES ETC.,

Declaration by the Bidder:

This is to certify that I/we before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Note: i) No other charges would be payable by NIEPMD.

ii) There would be no increase in rates during the Contract period except for revision of wages under the Minimum Wages Act, 1948.

(Signature of Tenderer with seal)

Name:

Seal:

Address:

Phone No:(O):

Place:

Date:

(To be made on Rs.50.00 Non Judicial Stamp Paper)

DRAFT AGREEMENT

This agreement is made on _____ day of _____ between NATIONAL INSTITUTE FOR EMPOWERMENT OF PERSONS WITH MULTIPLE DISABILITIES, Muttukadu, Kovalam, Chennai, as one part, hereinafter called "Institute" and M/s _____, having its registered office at _____ hereinafter called the 'Agency' for providing Security Services on the other part.

WHEREAS the Institute is desirous to engage the Agency for providing Security services for NATIONAL INSTITUTE FOR EMPOWERMENT OF PERSONS WITH MULTIPLE DISABILITIES on the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI, etc. relating to security personnel deployed in the institute. The institute shall have no liability in this regard.
2. This Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at the institute. The institute shall have no liability in this regard.
3. Any violation of instruction/agreement of suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving one month notice on either side.
5. In case of non-compliance with the contract, the institute reserves its right to:
 - a) Cancel/revoke the contract, and/or
 - b) Impose penalty up to 10% of the total annual value of contract.
6. Security deposit equal to 10% of the Annual contract value (refundable without interest after two months of termination of contract) in the form of Pay

Order/Demand Draft shall be furnished at the time of signing of the Agreement.

7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in the institute.
8. The security personnel provided by the Agency will not claim to become the employees of the institute and there will be no Employee and Employer relationship between the personnel engaged by the Agency and the institute.
9. There would be no increase in rates payable to the Agency during the contract period except reimbursement of the statutory wages revised by the Govt.
10. The Agency also agrees to comply with annexed Terms and Conditions and Agreement shall be final and binding on the Agency.
11. Decision of the institute in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Agency.
12. In case of any dispute between the Agency and the institute. The institute shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Chennai.
13. The institute shall pay to the Agency as consideration for the satisfactory performance of above described security services at as per following rate schedule: (Not to be filled by the Tenderer)

SI/No	Particulars	Unit	Rate per person per month*(Rs)	Amount(Rs)
1.	Supervisor			
2.	Security Guards			
	Administrative Charges**			
	Service Tax***			
	Total Amount payable per month.			

Notes:

(a). Minimum statutory Bonus payable to laborers under relevant provisions of Payment of Bonus act, 1965 shall be paid on submission of completed bills and proof of payment.

(b). Payment for work performed over and above normal working hours shall be payable on hourly basis, as applicable, calculated based on the agreed rate for the category of the employee. No payment will be payable for 30 minutes lunch break and the first one hour after normal working hours.

(c) The deduction of ESI and EPF for the workers to be submitted with authorized signatory of the firm every month (separate challan showing the total amount deposited to ESI and EPF authorities). Failing which the reimbursement of wages distributed and the service charges payable to the agency firm/contractor will not be released the total amount should tally the amount shown in the submitted documents. The payment of challan for whole organization of the contracting agency will not be accepted.

THIS AGREEMENT will take effect from _____ day of _____ and shall be valid for one Year.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with Seal in Chennai in the presence of witness:

**Director, NIEPMD
(Signature with seal)
For NIEPMD**

Date:

Witness: 1.

2.

**(Signature of authorized
Signatory of the agency with seal)
For Agency**

Witness: 1.

2.

Date:

ANNEXTURE-I
GENERAL CONDITIONS OF CONTRACT
(Annexure to Agreement)

A. **Scope of Work:** Providing Security services at NATIONAL INSTITUTE FOR EMPOWERMENT OF PERSONS WITH MULTIPLE DISABILITIES (NIEPMD) (Dept. of Empowerment of Persons with Disabilities, Ministry of Social Justice & Empowerment, Govt. of India) Muttukadu, Kovalam, Chennai-603 112, as per following terms and conditions.

1. The Agency shall provide Security service by deploying adequately trained and well-disciplined security personnel who shall safeguard the institute building, moveable and immovable assets, equipments and other items at the above address from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other persons working in its complex.
2. The security personnel shall be deployed round the clock in **3 shifts** at the office of the institute to safeguard the premises.
3. The Agency shall be responsible for opening/closing of the buildings and rooms as necessitated/directed by competent authority at the institute on working and closed days.
4. The Agency shall ensure that water taps/lights/ACs and etc., are not left open/on after close of working hours on normal working days as well as on off days
5. The Agency shall maintain records of inwards and outwards movement of men (The institute Employees and also regulation of guests and visitors), materials and vehicles, etc. with proper check on the same as per instructions given from time to time by competent authority at the institute.
6. The Security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
7. The Security personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment installed at the institute.
8. The Agency shall keep the competent authority of the institute informed of all the matters of security and co-operate in the investigation of any incident relating to security.

B. Eligibility Criteria:

1. The bidder may be proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, empanelled/ registered with appropriate authority who possess the required licenses, registrations(such as Private Security Agencies Regulation) Act 2005) etc as per law valid at least for 12 months from the date of the opening of tender.
2. The bidder shall have at least 3 years' experience of providing Security Services to organizations similar to the institute.
3. Should have successfully completed works of similar magnitude and duration (Worth Rs.60.00 lakh or more per year) in the last three years.
4. Should have proof of financial turnover with a minimum of Rs 100 lakhs per year achieved, duly attested by CA.
5. The bidder should have an office in proximity of Chennai.(Registered date should be prior to the date of tender submission)
6. There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency).
7. The bidder should have the following Registrations and details of the same by provided in the Technical Bid.
 - a. PF Registration
 - b. ESI Registration
 - c. Service Tax Registration
 - d. Valid License, issued by commissioner of police/ Regional Labour Commissioner, Govt.of India.

C. Information and Conditions relating to Submission of Bids.

1. The initial period of contract shall be for 12 months may be extended by one year depending on performance of the Agency and at discretion of the institute.
2. The interested agencies are required to submit the technical and financial bid separately in the format enclosed. The bids in sealed Cover-I containing "Technical Bid" and sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super scribed "Tender for Security Services": should reach the institute before 03.00 pm on 30.11.2016. The technical bids shall be opened on the same day at the institute in presence of the Bidders or their authorized representatives who choose to remain present.
3. All the pages of the tender should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender.
4. A copy of the terms and conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms and conditions.
5. The bidder shall pay Bid Security (EMD) of Rs.3, 00,000/ (Rupees three lakhs only) along with the technical bid by Demand Draft in favour of "DIRECTOR, NIEPMD" Chennai drawn on any Nationalized Bank/Scheduled Bank and Payable at Chennai. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage.
6. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of the contract.
7. As a guarantee towards due performance and compliance of the contract work, the successful bidder (agency) will deposit an amount equal to 10% of Annual Contract value towards Security Deposit by way of demand draft in favour of DIRECTOR, NIEPMD, Chennai drawn on any Nationalized Bank / Scheduled Bank and payable at Chennai.
8. The EMD deposited by successful agency will be adjusted towards Security deposit as demanded above. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 30(thirty) days

after the issue of Letter of Award of /work, his bid security (EMD) shall be forfeited unless time extension has been granted by the institute.

9. The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the contract.
10. The bid shall be valid and open for acceptance of the Competent Authority of the institute for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and/ withdrawal of tender on any ground by successful bidder shall be entertained.
11. To assist in the analysis, evaluation and computation of the bids, the Authority may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
12. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate after complying with the provisions of Minimum Wages Act. In case two or more agencies are found to have quoted the same rates, the competent authority at the institute shall decide about the agency to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the Competent Authority shall be final.
13. The rate quoted should be calculated duly on minimum wages rates excluding the EPF contributions, ESI contribution, insurance and etc.
14. The institute shall reimburse the Agency to the extent of the amount of variation arising out of the upward revisions in minimum wages as per Minimum Wages Act, 1948.
15. The institute reserves the right to accept or reject any or all bids without assigning any reasons, the institute also reserves the right to reject any bid which in its opinion is not responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

ANNEXTURE-II

SPECIAL CONDITIONS OF CONTRACT

(Annexure to Agreement)

The security services and provision for the required manpower shall be as under:

Shift	Time	Security Guard	Supervisor
First	0600-1400	10	3
Second	1400-2200	10	3
Third	2200-0600	10	3
Total		30	09

Notes:

- (1.) Estimated number of guards is subject to reasonable change at the discretion of the competent authority at the institute.
- (2.) However, the above number and arrangement of deployment of the Security Personnel are without prejudice to the right of the institute to deploy the security personnel in any other number or manner considered to be more suitable in the interest of the institute.
2. The agency shall ensure that the security personnel deployed are healthy and not more than 58 years of age. The agency will get their antecedents, Character and conduct verified.
3. The full particulars of the personnel to be deployed by the agency including their names and addresses shall be furnished to the institute along with testimonials before they are actually deployed for the job.
4. The agency shall not deploy or shall discontinue deploying the persons(s), if so desired by the institute at any time without assigning any reason whatsoever.
5. The agency shall deploy security guards trained in all facets of security work, including firefighting. The Agency shall provide necessary undertaking and documentary evidence in this regard.
6. The visitors shall be regulated as per the institute procedure and records thereof maintained as stipulated. Further, the visitors shall be attended with due courtesy.
7. A senior level representative of the Agency shall visit the institute premises at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the institute officer dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.

8. The Agency shall ensure that any replacement of the personnel, as required by the institute for any reason specified or otherwise, shall be effected promptly without any additional cost to the institute. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the institute at Agency's own cost.
9. The Agency shall provide reasonably good uniform with name badges to its personnel deployed at the institute at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The incidentals, such as, belt, shoes, socks, caps, torch with cell, cane stick, gun, bullets, etc shall be borne/supplied by the Agency at its cost.
10. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to interest of the institute /Govt.of India/ any State or any Union Territory.
11. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the institute. Proposals for efficient functioning of the security systems shall be discussed considered and implemented from time to time by the agency with approval of the institute.
12. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at the institute or for any accident caused to them and the institute shall not be liable to bear any expenses in this regard. The Agency shall also be responsible for the insurance of its personnel. The security agency shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re-enactments / amendments / modifications.
 - I. The payment of Wages Act 1936
 - II. The Employees Provident Fund Act, 1952
 - III. The Factory Act, 1948
 - IV. The Contract Labour (Regulation) Act, 1970
 - V. The Payment of Bonus Act, 1965
 - VI. The Payment of Gratuity Act, 1972
 - VII. The Employees State Insurance Act, 1948
 - VIII. The Employment of Children Act, 1938
 - IX. The Motor Vehicle Act, 1988
 - X. Minimum Wages Act, 1948
13. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to the institute and maintain liaison with the police. FIR will be lodged by the institute wherever necessary. If need be,

joint enquiry comprising of both the parties shall be conducted and responsibility fixed.

14. The agency shall ensure that security staff appointed by them is fully loyal-to and assist the institute during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immoveable to the entire satisfaction of the institute.
15. In case of any loss that might be caused to the institute due to lapse on the part of the security personnel discharging security responsibilities will be borne by the Agency and in this connection, the institute shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to the institute besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the contractor, the institute shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
16. In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.
17. As and when the institute requires additional security strength on temporary or emergent basis, the agency will depute such security personnel under the same terms and conditions. For the same, a notice of two days will be given by the institute. Similarly, if the security personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the institute shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
18. The agency shall arrange to maintain at the security desk/booth, the daily shift-wise attendance record of the security personnel deployed by it showing their arrival and departure time. The Agency shall submit to the institute an attested photocopy of the attendance record and enclose the same with the monthly bill (or) to introduce bio-metric system for attendance purpose and submitted the same for monthly bill.
19. The institute shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
20. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government.
21. The income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
20. The Security personnel deployed by the agency shall have at least the minimum elementary knowledge of reading and writing so as to be able to

make entries in the registers kept at the security desk/booth whenever required and also to write their names in the attendance register and mark their arrival and departure by signing in the register.

21. In case of noncompliance/non-performance of the services according to the terms of the contract, the institute shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
22. The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify the institute against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment/work in the institute premises/facility.
23. The decision of the institute in regard to interpretation of the Conditions of contract and the Agreement shall be final and binding on the Agency.
24. In case of any dispute between the Agency and the institute. The institute shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Chennai.
25. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
26. An agreement shall be signed with the successful bidder as per specimen enclosed.

Note: These terms and conditions are part of the Contract / Agreement as indicated in the Agreement between the institute and the Agency and any non-compliance shall be deemed as breach of the Contract /Agreement.

**(Signature of Authorized
Signatory of the agency with seal)**

Name:

Seal:

Address:

Phone No. (O):

Date:

**Director, NIEPMD
(Signature with Seal)**

Check list for Tender-Security Services 2016-17

(To be filled by the bidder)

S.No	Particular	Details	page no
1.	Whether all document have been submitted or not. If not specify what		
2.	EMD(Amount, DD No & bank Name)		
3.	Tender purchased from NIEPMD or downloaded from website.		
4.	It downloaded from website, details of DD towards cost of tender form(Rs 1000/-)		
5.	Registration No. of firm		
6.	No. of years' Experience		
7.	EPF Registration number		
8.	ESI Registration number		
9.	Security License number		
10.	Annual turnover for last three years		
11.	Income Tax returns for last 3 years		