



NATIONAL INSTITUTE FOR EMPOWERMENT OF PERSONS
WITH MULTIPLE DISABILITIES

(Dept. of Empowerment of Persons with Disabilities)
(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
Website: www.niepmd.tn.nic.in E-mail: niepmd@gmail.com

ELECTRONIC TENDER (e-Tender) DOCUMENT FOR SECURITY SERVICES

NIEPMD/Pur4 (71)/2020-2021

02nd Nov 2020

NATIONAL INSTITUTE FOR EMPOWERMENT OF PERSONS WITH MULTIPLE DISABILITIES, here after called NIEPMD invites on-line e-tender through NIC Central Public Procurement Portal, www.eprocure.gov.in from reputed and experienced Security Services Agencies for providing Security Services at the above address. The interested eligible agencies are requested to go through the general condition of contract (GCC) & Special condition of contract (SCC) before submitting the tender.

The tender documents along with all the required documents mentioned in tender document shall be submitted through on-line mode via NIC CPP portal on or before 04.00 pm on 21st November 2020. Tender EMD of an amount Rs. 3,00,000/- (Rs Three lakhs only) and tender fee of Rs.1,000/- (Rupees One thousand only) should be paid through NEFT/RTGS/IMPS in NIEPMD account as mentioned in NIT. Tenderer having with valid MSME & NSIC registration certificate of offered services will be exempted from paying of EMD & Tender fees.

Interested bidders can apply on line through NIC e-procurement portal URL <http://eprocure.gov.in/eprocure/app>". Copy of Notice Inviting Tender can also be downloaded from the institute's website www.niepmd.tn.nic.in

--Sd/-
DR (Admin)

--Sd/-
Director, NIEPMD

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Last date for submission of e-bidding	6.00 P.M on 21 st Nov 2020
Pre-Bid Meeting	02:00 PM on 10 th Nov 2020
Tender Fee (non-refundable)	Rs 1000/-
EMD Amount	Rs 3,00,000/-
Date & Time of opening of tender documents	04.30 P.M on 23 rd Nov 2020

**Sd/-
DR (Admin)**

**Sd/-
Director, NIEPMD**

Note: Bidder applied in response of previous tender and not claimed refund need not to pay EMD & Tender fees. However old receipts to be uploaded in support of proof. In absence of receipt claim will not be entertained.

GENERAL CONDITIONS OF CONTRACT

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-603112, 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, equipment 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 and any other location finalised by NIEPMD to safeguard the premises.
- 3) The security guards deployed 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. Proof to be produced on demand from NIEPMD.
- 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, empaneled/ 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) Blacklisting: The bidder must not have been blacklisted by any Organization, certificate in this regard should be submit.
- 3) The bidder shall have at least Five years experiences for providing Security Services to the Government organizations/ Institute/ Central Autonomous Bodies Etc.
- 4) Should have proof of financial turnover with a minimum of Rs 100 lakhs per year achieved for last 03 years, duly supported by CA Certified copies of abridged balance sheets along with profit & loss account of the firm (tenderer) in support of 3 years annual financial turnover,
- 5) The bidder should have a Registered & operational 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). Declaration certificate to be uploaded.
- 7) The bidder should have the following Registrations and details of the same by provided in the Technical Bid.
 - a. EPF Registration
 - b. ESI Registration
 - c. PAN Number
 - d. GST Registration
 - e. Turn Over Certificates duly signed by the Chartered Accountant with balance sheet and profit and loss statement as asked in tender document
 - f. Valid License issued by Commissioner of Police/ Regional Labour Commissioner, Govt. of India
 - g. Customer Satisfactory Performance Report from organizations served during last 5 years. (mandatory)
- 8) **The Director, NIEPMD, Chennai reserves the right to:**
 - (i) Reject any or all the tenders without assigning any reason whatsoever;
 - (ii) Not bind himself/herself to accept the lowest or any tender.
 - (iii) Accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted
- 9) **Information and Conditions relating to Submission of Bids.**
 - 1) The contract will be for a period of **one year initially** with a trial period of 3 (three) months. If the services during the trial period are satisfactory, the contract will be renewed for the remaining period of 9 (Nine) months. In case the services during the trial period are not satisfactory, the contract will be terminated with two weeks' notice. The NIEPMD, Chennai may renew/extend the contract to such further period (s), as it may deem proper and in any case **not exceeding three years from the date of commencement of work.** However, extension beyond initial period i.e. One years will be on discretion of Director, NIEPMD, Chennai. it is not binding for either side to extend the contract beyond one year any party can refuse to extend the contract beyond one year without assigning any reason. Vendor cannot claim for extension on expiry of contract.
 - 2) The NIEPMD reserves the right to terminate the contract without assigning any reason by **giving a notice of 15 days**, where feasible. The requirement of giving notice of 15 days will be dispensed with if the circumstances so warrants. **The contractor will have to serve a notice of three months, if he wishes to terminate the contract.**
 - 3) The contractor should not be an employee of NIEPMD, Chennai, or any other central/state Government. **He should submit a declaration to this effect.**

- 4) In the event of local problems arising while discharging the functions at NIEPMD, Chennai, the contractor will deal with them appropriately and he will not bring NIEPMD on the scene for such matters.
- 5) The interested agencies are required to go through the all the terms and conditions and the scope of works mentioned in this tender.
- 6) 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.
- 7) **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.**

- 8) **Submission of bid:** The tender documents should be uploaded through NIC e- Procurements URL <http://eprocure.gov.in/eprocure/app> Upto 1800hrs on 21st November 2020, containing following:
 - a. **Earnest money deposit (EMD) & Tender fee:** The agency shall deposit EMD amount Rs. 3, 00,000/- (Rs. Three lakhs only) and non-refundable tender fee Rs.1, 000 (One Thousand only) should be paid online through NEFT/RTGS/ in NIEPMD account and payment receipt to be uploaded with the technical bid. Technical bids without EMD and tender fee shall not be considering for further evaluation. NIEPMD Bank details are here under.

A/C No.761297290

Type of Account: Saving Bank

Name of the bank: Indian Bank. Kovalam branch

IFS code: IDIB000K122

Branch code: 01176

Note: please ensure that you need to mention the correct beneficiary account number and IFSC code as mentioned above while making payment via RTGS/NEFT. In the event of funds remitted to wrong beneficiary account number, NIEPMD, Chennai or its bank would not responsible for the same.

Bidder shall upload the scanned copies of following:

- i. Security license – duly obtained from the State/Central authority
- ii. EPF registration copy
- iii. ESI registration copy
- iv. GST registration copy
- v. Firm registration copy
- vi. 5 Years' Experience certificate for providing security services
- vii. Financial Turnover Rs.100 lakhs for last 03 years i.e. (2017-18, 2018-19, 2019-20)

- 9) **Opening of bid:** bid shall be opened on the 23/11/2020 at 04.30 PM. If the last date of opening of the Tenders coincides with a holiday, then the next working day shall be the opening date. However, Director NIEPMD, Chennai reserve the right to extend last of tender, opening of tender without assigning of any reason. Decision of Director, NIEPMD will be final and binding.

- 10) **Bid validity:** bid shall remain valid for a period of 60days from the date of opening of bid.

- 11) **Bid evaluation:** duly filled price bid of technically qualified bidders shall be evaluated on quoted service charge basis. If it is found that contractor quoting unduly lower rate of Service Charge, bid will not be accepted for financial evaluation.: The contractor has to quote service charge that takes care of TDS, Uniforms, Supervision, office maintenance, all the statutory charges relating to this contract, etc.; and reasonable margin thereafter.

- 12) The tender submitted by any other means except NIC e-procurement portal, will not be entertained under any circumstances.
- 13) The list of technically qualified bidder will be published on the NIC CPP portal.
- 14) NIEPMD, Chennai reserves the right to accept/reject any Tender in part or full, without assigning any reason whatsoever. The acceptance of the tender rests with NIEPMD. The Institute is not bound to accept the lowest tender bid and reserves the right to accept or reject any or all the bids without assigning any reasons thereof. NIEPMD also reserves the right to modify and/ or relax, any terms & conditions of this tender document to safeguard its interest. The Director, NIEPMD can extend last date of tendering and can change the date of bid opening without assigning any reason.
- 15) NIEPMD reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage.

16) Tender submission process

Interested Agencies may submit their quotes in **two bid system (i) Technical bid & (ii) Financial bid** by giving all the necessary documents in English as specified. The Tender must be submitted only online through central public procurement portal e- procurement application only through URL: <http://eprocure.gov.in/eprocure/app> only. No manual bids will be entertained under any circumstances.

The tender document attached must be direct, concise, and complete and arranged in an organized and structured manner.

To participate in online bidding process, bidder must procure a digital signature certificate as per information technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidder can procure the same from any CCA approved certifying agency, i.e. TCS, safecrypt, Ncode. eMudhra etc. bidders who already have a valid digital signature certificate (DSC) need not procure a new DSC. NIEPMD, Chennai reserves the right to accept/reject any Tender in part or full, without assigning any reason whatsoever.

17) Performance Security:

The vendor selected would be required to furnish a Performance Security equal to 10% of the cost of the supply order in the form of Demand Draft/ FDR/ Bank Guarantee from any Scheduled Bank in favour of “Director, NIEPMD, Chennai” payable at Chennai. In case the Performance Security is submitted in the form of Bank Guarantee, the same should be valid for a period of 60 days after the date of expiry of the contract. NIEPMD reserves the right to ask for performance guarantee extension if contractual obligations are not fulfilled. **No tenderer is exempted from paying of performance security.**

18) Liquidated Damages: NIEPMD shall without prejudice to its other remedies under the contract, deduct from the Contract price, as Liquidated Damages a sum equivalent to 2.5% of the price of delayed Goods or unperformed services for delay of each day until actual delivery or performance, up to a maximum deduction of 20% of the contract price. Once the maximum is reached, NIEPMD may consider termination of the contract and can forfeit the Performance Guarantee amount.

19) Option Clause: The contract will have an option clause, wherein the Buyer can exercise an Option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract it will be entirely the discretion of the Buyer to exercise this option or not.

20) Risk & Expense clause. In the event of the failure of the contractor to provide security Supervisor and unarmed security guards as requisitioned under the contract, Security Officer/ user shall hire similar type of security supervisor and unarmed security guards at his discretion from other sources at the risk and expenses of the contractor on the prevailing market rates. Such hiring from alternative sources shall be binding on the contractor. Due to shortage of time, no prior information can be given to the contractor or such security services. **Expenses incurred on hiring, shall be debited from the security deposit / PBG of the contractor.** Any excess of the expenditure incurred on hiring of services of unskilled security guards, over the contract price appropriate to such default shall be recoverable from the SELLER / Service provider.

21) Force Majeure condition – The term force majeure as employed herein shall mean acts of God, war, revolt, terrorist acts, accident, fire, flood and acts and regulations of respective Government/s of the two parties. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 hours, the full particulars and satisfactory evidence support of his claim. Time for purpose of the relative obligations suspended by the force majeure shall then stand extended by the period of delay, which is directly caused by force majeure event.

ANNEXTURE-SPECIAL CONDITIONS OF CONTRACT

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

Shift	Time	Security Guard	ASO	Security Officer
First	0600-1400	08 Males+02 Females	01 Males + 01 Female	01 Male (09.00 AM to 05.30 PM) Probably from Defense background
Second	1400-2200	08 Males+02 Females	01 Male + 01 Female	
Third	2200-0600	08 Males+02 Females	01 Male + 01 Female 01 Male (If required)	
Total		30	07	01
<p>Security Guards for Out Campus Hostel will be hired on requirement basis and for particular time period only. On shifting hostel in side NIEPMD campus guards hired for this purpose will be withdrawn.</p> <p>Requirement of guards mentioned here are tentative only, however it may increase or decrease as per Institute requirements.</p> <p>No claim for minimum hiring will be entertained under any circumstances, decision of NIEPMD authorities will be final and binding.</p>				

Notes:

- 1) Estimated number of guards is subject to reasonable change at the discretion of the competent authority at the institute. The number of employees may be reduced or increased according to the requirement, will be reviewed bi-monthly basis.
- 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) NIEPMD shall maintain an attendance register as well as a bio-metric attendance machine in respect of employees deployed by the service provider.
- 4) The employees of service provider should not claim any benefit/compensation/absorption/regularization of services from Director NIEPMD under any statutory provisions.
- 5) 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.
- 6) 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.
- 7) 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.
- 8) 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.
- 9) 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.

10) 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. The service provider shall immediately withdraw/replace such employees who are found not suitable by NIEPMD for any reasons. NIEPMD reserves every right to order the service provider to withdraw/replace/curtail/reduce any number of outsourced employees in all the categories/the working hours of the engagement of any employee supplied by the service provider.

11) **Uniform and Liveries etc.:** For each year, Contractor shall provide its/his/her workers with [1] Two sets of uniform (with emblem & name badges) consisting of Terri coat Pant and Shirt, belt, cap for Male and two salwar suit with sleeve less coat and cap including stitching charges for Female workers, [2] Each year one pair of shoes for male and Good chappal with buckle for female workers, [3] Identity Cards. Samples and/or specifications of the Uniforms and Liveries need to be approved by NIEPMD. Uniforms and Liveries are to be supplied to NIEPMD office with proper records and challans for distribution to staff in presence of security Incharge and contractor. Tenderer will provide these material its own cost, however sample and quality will be approved by NIEPMD.

12) Quoting unduly lower rate of Service Charge: The contractor has to quote service charge that takes care of TDS, Supervision, all the statutory charges Uniforms, office expenses, relating to this contract, etc.; and reasonable margin thereafter. The Institute has responsibilities as Principal Employer and would like to ensure that unduly lower rates of service charge will not lead to complaints from workers regarding delay in payment, improper reduction in wages, seeking monetary return by the contractor from the workers, etc. thereby affecting the performance of the workers.

13) The service charges quoted should not be "absurdly low". The bidder may be asked to justify the charges in case the Institute finds the amount as "absurdly low". The decision of the Institute on quote for being "absurdly low" shall be final. These charges once fixed will remain fixed for the entire duration of the contract or for period of subsequent extension(s) and will not vary with the wages, minimum or otherwise.

14) **Details of expenditure vis-à-vis service charges:** With a view to prevent instances briefly stated in para (12 & 13) above, the contractor has to submit details of expenditures along with documentary evidence like Estimates in support of expenditure based on which service charge has been calculated to NIEPMD so as to reach NIEPMD after the closing date of Bid in sealed envelope in person or by courier / speed post for evaluation of bids as per annexure "A" (and instructions mentioned in it) to this tender. (Rate Analysis for calculating service charges).

15) **Decision on reasonability of service charge:** Institute reserves right to take a view on the reasonability of the rate of service charge. The decision of the Institute in this regard shall be final and binding. No representation will be entertained and replied to.

16) Quoting services changes as NIL/ZERO and applicable taxes on service charges as NIL/ZERO will not be accepted and leads to rejection of bids. Applicable tax on service charges will mentioned separately in price bid in column provided for this purpose. Service charges mentioned inclusive of taxes will lead to rejection of bid.

17) If the Institute considers that the service charge of the tenderer who has quoted the least rate is not feasible, such tender shall be treated as non-responsive and the quotation with the next higher rate shall be evaluated, and this process will be iterated till a quotation with reasonable service charge is found and the work will be awarded to such tenderer only.

18) The personnel engaged by the service provider should not have any criminal cases pending against them. The service provider shall make adequate inquiries about the character and antecedents of the person whom they are recommending. The service provider should also ensure that the personnel

engaged are healthy and medically fit to work in the proposed role. Medical Certificate might be provided when called for.

19) The Agency shall provide reasonably good uniform with name badges and Identity cards 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. The ID Cards must display the logo and full address of the service provider apart from the basic details of the employee. The ID card to be issued to the outsourced employees deployed by the agency shall be approved by NIEPMD before issue.

20) The service provider shall be contactable at all times and message sent by phone/e-mail/fax/special messenger from NIEPMD should be promptly responded to in fulfilment of the contract from time to time.

21) 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.

22) 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.

23) Agency will responsible for police verification of security staff deployed for NIEPMD duties and verification details will be shared with NIEPMD.

24) 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.

- a. The payment of Wages Act 1936
- b. The Employees Provident Fund Act, 1952
- c. The Factory Act, 1948
- d. The Contract Labour (Regulation) Act, 1970
- e. The Payment of Bonus Act, 1965
- f. The Payment of Gratuity Act, 1972
- g. The Employees State Insurance Act, 1948
- h. The Employment of Children Act, 1938
- i. The Motor Vehicle Act, 1988
- j. Minimum Wages Act, 1948

25) 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.

26) 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.

27) The manpower engaged by the service provider shall be polite, cordial, positive and efficient while handling the assigned work so that their actions promote good will and enhance the image of NIEPMD

in front of the stake holders and the general public at large. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by them.

- 28) 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.
- 29) 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.
- 30) 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.
- 31) The manpower agency will not claim / recover / deduct any service charge; registration charge; monthly maintenance charge; Or any other charges from its employees engaged at NIEPMD NOR this Institute (NIEPMD, Chennai) will bear any such charges. If any complaint or breach of any conditions is noticed; NIEPMD shall immediately take action to terminate the contract at the cost and risk of the contractor and the EMD/Security deposit will be forfeited.
- 32) 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.
- 33) The institute shall pay the agreed amount as per the Minimum Wages Act on production of monthly bill (while submitting the monthly bill the Agency must enclose the proof copy of the salary and other statutory payments remitted details; which is the mandatory document to release the monthly payment as per norms). No other charges of any kind shall be payable.
- 34) Agency will issue pay slip to all security staff deployed for NIEPMD duties and copy of pay slip will be shared with NIEPMD with salary bill.
- 35) Agency will release the salary of security staff on or before 05th day of the commencing month and subsequently bill will be claimed, proof for salary release, ESI, EPF and other statutory remittance proof should be attached with bills, under no circumstances advance payment will be released. The proof of remittance of EPF by way of electronic transfer (ECR' challan) remittance details of exclusive for the employee engaged by the agency at NIEPMD should be produced every month
- 36) 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.
- 37) GST, statutory levies etc., if applicable, will be paid as per rules in force from time to time.
- 38) Rate of Basic Wage shall not be less than the rate notified by Govt. Contractor's Service Charges & profit should not be less than TDS. Separate rate or amount should not be quoted for uniform/liveries and footwear failing which the tender stands automatically disqualified (Pl refer annexure "A"). Taxes, statutory levies, if applicable will be paid as rules in force from time to time.
- 39) Bonus: The amount of bonus will be reimbursed as per the Payment of Bonus (Amendment) Act 2015 or any amendment after, issued by Govt. of India.
- 40) Contractor's profit and work charges establishment should not be included in the bill of Bonus payment;

NIEPMD will reimbursed only the actual Bonus payment to the eligible security staff only; Bonus payment made to the Supervisors will not be reimbursed by NIEPMD, Chennai; Bonus paid or payable to Supervisors is liability of the Contractor.

- 41) TDS and any other Government levies applicable on bills as per Government instructions/ notifications issued from time to time shall be applicable and deducted from Service Provider's bills.
- 42) 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.
- 43) The employees of the service provider shall not claim any benefit/compensation/absorption/regularization of services from Director, NIEPMD under any statutory provisions.
- 44) The transportation, Food, Residence, Medical and statutory requirements in respect of each employee of the service provider shall not be the responsibility of NIEPMD.
- 45) No wage/remuneration shall be paid to any staff for the days of absence from duty.
- 46) NIEPMD, Chennai shall not be liable for any loss, accidents, damage or theft of any personal belongings, equipment or vehicles of the employees or to the employees engaged by the service provider.
- 47) The service provider shall indemnify NIEPMD against any loss or damage of goods/Materials/Equipment etc., on account of negligence or fault of any employees engaged by the service provider.
- 48) The employees of the service provider shall not form/join any labour union or resort to strike or demonstration or any other agitation of this nature.
- 49) The employees deployed by the service provider must not act against the interest of NIEPMD. The employees shall not divulge or disclose to any person, any details, of office, operational process, technical know-how, security arrangements and administrative/organizational matters.
- 50) In case of noncompliance/non-performance of the services according 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.
- 51) 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.
- 52) 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.
- 53) 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.
- 54) **Non-disclosure of Contract documents:** Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
- 55) **Transfer and Sub-letting :** The Seller has no right to give, bargain, sell, assign or sublet or Otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
- 56) Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
- 57) An agreement shall be signed with the successful bidder as per specimen enclosed.

- 58) **Breach of Terms and Conditions:** NIEPMD may terminate the contract without any notice in case the vendor commits a breach of any of the terms of the contract. NIEPMD's decision that a breach has occurred will be final and shall be accepted without demur by the vendor.
- 59) **PENALTY FOR INADEQUATE PERFORMANCE ON THE PART OF CONTRACTOR:**

Sl. No.	Type of lapse	Penalty in Rupees
1.	Failure on part of contractor to ensure his workers are deployed with uniform at NIEPMD premises (per workman)	100 per workman per day
2.	Maintaining Improper/Wrong attendance record by contractor	500 per day
3.	Shortfall in staff in a day	500 per day per person
4.	Failure to ensure proper behaviour and discipline of his workers at NIEPMD premises	200 per person in addition to taking civil & criminal proceedings as per rule
5.	Any incident of Rowdiness and/or rioting in campus on part of workers of contractor showing failure on part of contractor to ensure proper behaviour of his workers.	500 per person in addition to taking civil & criminal proceedings as per rule
6.	Inaction of contractor to complaint by NIEPMD/ Officers of NIEPMD	100 per complaint
7.	Damage to the Institute property due to negligence	Book value + 10% of the book value towards installation & for causing inconvenience
8.	Late Reporting	Rs.100/- per day/person
9.	Non-observation of dress code	Rs.100/-per instance
10.	Change of security personnel without prior permission	Rs.1000/- per instance
11.	Refusal of duties	Rs.500/-per instance/person

Note:

The penalty shall be deducted from the Service Charge of the Contractor from the monthly Bills or from the Security Deposit.

For any act of inadequate performance of contract not specifically stated herein, the person authorised by the Institute will determine the penalty based on the merits of each act after providing an opportunity to the contractor.

In case of Sl.No.4 the person(s) involved should be adequately warned by the contractor and in case of second occurrence, the person should not be assigned duty at NIEPMD.

In case of Sl.No.5, the person(s) involved should be adequately warned by the contractor and in case of second occurrence, the person should not be assigned duty at NIEPMD.

The person(s) involved in theft and/or carrying item unauthorised should not be assigned work at NIEPMD.

- 60) In the event of any question, dispute or difference arising under this NIT or in connection there with except as to matter the decision of which is specifically provided under this NIT, the same shall be referred to an arbitrator to be appointed by the Director, NIEPMD, Chennai and the decision of the arbitrator will be binding on both parties of this NIT. The contract shall be interpreted and have effect in accordance with the law of India and any suit or other proceedings related to this contract shall be fixed.
- 61) In case of any dispute the jurisdiction of the matter will be within the limits of Chennai City only.

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 :



**NATIONAL INSTITUTE FOR EMPOWERMENT OF PERSONS WITH
MULTIPLE DISABILITIES**

(Dept. of Empowerment of Persons with Disabilities)

(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

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

TECHNICAL BID (TO BE UPLOADED)

- 1) Name & Address of the Tendering Organization /Agency with phone number, e-mail and name and telephone/mobile number of contact person.
- 2) Experience in the work of providing Security Services (minimum 05 years). Particulars of experience (Attach work order & certificates).
- 3) Details of Security license certificate
- 4) EPF registration Number
- 5) ESI registration Number
- 6) GST registration Number
- 7) Acceptance of General Conditions of Contract & Special Conditions of Contract (Yes/No). Please sign each page of GCC & SCC as token of acceptance and submit as part of tech bid document.
- 10) Financial turnover with a minimum of Rs100 lakhs for last 03 financial years (2017-18, 2018-19, 2019-20) achieved, CA Certified copies of abridged balance sheets along with profit & loss account of the firm (tenderer) in support of 3 years annual financial turnover.
- 11) Income tax return for last 03 years i.e. financial year 2017-18, 2018-19, 2019-20.
- 10) Please submit an undertaking that no case is pending with the police against the Proprietor/ Firm/ Partner or the Company (Agency). Indicate any convictions in the past against the Company/Firm/Partner.
- 11) The bidder should have an office in proximity of Chennai.
- 12). Any other document required and asked in tender document for technical qualification. Bidders are requested to read the complete tender document properly and required document should be uploaded with technical bid.

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.

(Signature of Tenderer with seal)

Name:

Seal :

Address :

Phone No:

Date :

Tender for Annual contract for Providing Security Guard at NIEPMD, Chennai

DRAFT AGREEMENT

This Agreement is made on _____ day of _____ Two thousand Twenty between National Institute for Empowerment of Persons with Multiple Disabilities, as one part, hereinafter called NIEPMD and M/s _____ Agency for **providing Security personal (without arms) on contract basis** on the other part.

Whereas NIEPMD is desirous to engage the Agency for providing **Security personal** as per terms & conditions mentioned in Tender document for this purpose.

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 contract personnel deployed in NIEPMD, Chennai. The NIEPMD shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at NIEPMD, Chennai. The NIEPMD, Chennai shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving two months' notice on either side.
5. In case of non-compliance with the contract, the NIEPMD, Chennai 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. Performance 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 /FDR/or bank guarantee from a Nationalized / Scheduled bank only 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 NIEPMD, Chennai.
8. The personnel provided by the Agency will not claim to become the employees of NIEPMD, Chennai and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in NIEPMD, Chennai.
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 **Terms and Conditions** and amendments thereto from time to time.
11. Decision of NIEPMD, Chennai 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 NIEPMD, Chennai, NIEPMD, Chennai shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Distt. Chennai only.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in Chennai in the presence of the witness: Tender for Annual contract for Providing Security services on Contract basis at NIEPMD, Chennai.

Details of Works of Similar Type Executed by the Bidder

Date:2020

Sl. No.	Name of the Company with full address, phone, fax and name of contact person	Work Description	Ref. & Date of the order	Work Order Value	Details of Order	Period of Access		Page No
						Start	End	

- 1. Copies of purchase orders should be attached with this information. In absence of documentary evidence, bid is liable to rejected.
- 2. If required, extra rows or separate sheet may be used to submit the information.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Rate Analysis for calculating service charges Annexure “A”
(Reference to calculate service charges)

Sl. No.	Heads	Rate in rupees (Rs.) (Approximate)	Justification
1	Uniform with Company Emblem for Male and female as per NIT (Yearly 2 sets)	800 per Uniform Appx.	To be calculated for 02 pairs
2	Shoes for Male & Chappals for Female (Yearly 01 pairs) Socks – 02 Pair Yearly	500 per pair Appx.	To be calculated for 01 pairs
3	Cost for providing ID cards	75 per ID Card Appx.	Initially one. After as per requirement.
4	Belt, Caps, Torch with cell, cane stick,	Should be justifiable	Should be justifiable
5	Other supervision and office maintenance charges	Charges	Should be justifiable
6	reasonable margin	Margin	Should be justifiable
7	TDS and other statutory loadings	Appx. TDS	TDS cannot be ZERO and should be as per existing rates.
8	Any Other	Any other charges	If applicable.

Factual rates should be quoted here for verifying the service charges quoted by agency. If committee found that quoted rates are not reasonable, bids will not be considered for financial evaluation.

Contractor’s profits and work charge Establishment should not be quoted less than TDS and contractor’s own profit.

Service charges should be calculated by keeping above parameters in consideration. In case it is found that unduly lower rate has been calculated under any head and could not be justifiable, the tender may be rejected and no correspondence on subject will be entertained.

Above working sheet should have forwarded to NIEPMD in sealed envelope. Envelope should be marked on top “Rate Analysis for calculating service charges: Security Services” and dispatched to address:

To,

**Assistant Stores & Purchase Officer,
NIEPMD, ECR, Muttukadu, Kovalam (Post)
Chennai – 603 112 (Tamil Nadu).**

Non receipt of working sheets will lead to rejection of tender.

No price to be filled here.

Check list for Tender-Security Services

S. No	Particular	Yes or No
1.	Receipt of tender fee amount for Rs.1000 (one thousand only) (non-refundable)	
2.	Receipt of EMD amount of Rs.3,00,000 (three lakhs only)	
3.	Copy of MSME / NSIC certificates in claiming exemption	
4.	Firm registration copy	
5.	Security license obtained from the authority	
6.	Labour license obtain from the authority	
7.	EPF & ESI registration copy	
8.	Five years' Experience for providing security service in the Government organization	
9.	Details of Works of Similar work proforma (Mandatory)	
10.	Nonblack listing certificate	
11.	Customer Satisfactory Performance Report from organizations served during last 5 years. (mandatory)	
12.	Proof of three Financial Years turnover Rs.100 Lakhs (Per Year) (2017-18, 2018-19, 2019-20) duly attested CA Certified copies of abridged balance sheets along with profit & loss account of the firm (tenderer) in support of 3 years annual financial turnover,	
13.	The bidder should have on Office in proximity of Chennai	
14.	Under taking letter for No case pending with the police against the proprietor /firm/ partner or the company (agency)	
15.	GST registration No	
16.	Copy of duly attested NIT	
17.	Any other document required and asked in tender document for technical qualification. Bidders are requested to read the complete tender document properly and required document should be uploaded with technical bid.	

Apart from document mentioned here, please read the tender document carefully and upload all the required document needed for technical qualification. Non availability of required document will lead to rejection of bids.