



# **National Institute of Pharmaceutical Education and Research**

(An autonomous Institute under the Department of Pharmaceuticals, Ministry of Chemicals and Fertilizers, Govt. of India)

Shree Bhawani Paper Mill Road, Raebareli-229010 (U. P.), India

## **TENDER DOCUMENT**

**FOR**

## **SECURITY SERVICE CONTRACT**

Cost of the Tender Rs. 1000/-

Date of Tender Issue :	05/07/2021 at 10:00 A.M.
Last date of Tender submission :	29/07/2021 at 02:00 P.M.
Opening of Technical Bids :	29/07/2021 at 02:30 P.M.

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NOTICE INVITING TENDER

Sub: Providing security services at **NIPER Raebareli** on contract.

National Institute of Pharmaceutical Education & Research (NIPER) Raebareli, invites Sealed tenders under Two-Bid system from reputed agencies, either by themselves or as a joint venture/consortium/partnership or registered Co-operative Societies of Ex-servicemen managed by only ex-servicemen themselves for providing security services at NIPER, Raebareli. For complete tender details please visit NIPER, Raebareli website [www.niperraebareli.edu.in](http://www.niperraebareli.edu.in)

- |  |                                |
|--|--------------------------------|
| 1. The Approximate cost of the work      | Rs. 40,00,000.00               |
| 2. Cost of the Tender Documents          | Rs. 1000/- (Non-refundable)    |
| 3. Document downloading/sale             | 05.07.2021(10:00 AM)Start date |
| 4. Document downloading/sale<br>End date | 29.07.2021 (up to 2:00 PM)     |
| 5. Bid submission start date             | 05.07.2021                     |
| 6. Bid submission end date               | 29.07.2021 up to 2:00 PM       |
| 7. Bid opening date(Technical Bid)       | 29.07.2021 at 2:30 PM          |

**Registrar**



NO.NIPER-RBL/Security/2021-22

## NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICES

National Institute of Pharmaceutical Education & Research (NIPER) Raebareli, invites Sealed tenders under Two-Bid system from reputed agencies, either by themselves or as a joint venture/ consortium/ partnership or registered Co-operative Societies of Ex-Servicemen managed by only ex-servicemen themselves for providing security services at **NIPER Raebareli** on contract.

The security agencies holding valid labour licence under Contract Labour (Regulation & Abolition), Act 1970, registered with ESIC and EPF authorities and have successfully carried out at least Three similar security contracts costing not less than **Rs. 14,86,368/-** or Two similar security contracts costing not less than **Rs. 22,29,545/-** or One similar security contract costing not less than **Rs. 29,72,726/- in an annum** during last five years in National Laboratories/ Institutes of Central Govt./ Semi Govt./ Autonomous Bodies/ Public Sector of repute are eligible to apply.

The security agency will deploy only ex-servicemen of integrity and good conduct for round the clock security services. Agency selected for the work will have to ensure compliance of Minimum wages fixed by the Central/State Government & other statutory payments as laid down under the Contract Labour (R&A) Act, 1970 & Rules there under.

Tender documents along with detailed terms and conditions of the work can be obtained by a written request on payment of Rs. 1000/- (non-refundable/nontransferable) by D. D./ pay order drawn in favour of NIPER Raebareli, payable at Lucknow on all working days from **05/07/2021 to 29/07/2021** between 10.00

A.M. to 2.00 P.M. from NIPER, Raebareli. Due to prevailing covid conditions no hard copy of tender document can be issued from the institute.

Tender details may also be obtained/ downloaded by the vendors on to NIPER, Raebareli website <http://www.niperraebareli.edu.in> and any tenderer who desires to download the tender document from website and submit the tender on due date and time may do so within the sale period of tender document subject to the condition that they will deposit the application fee through Bank Draft in favour of NIPER Raebareli, payable at Lucknow. The Bank Draft towards the cost of application fee should be submitted along with the tender in a separate envelope marked "Cost of Tender Documents" failing which the tender shall be rejected.

Duly filled in sealed tenders in separate envelopes "**Technical & Financial bid**" superscribed with "**SECURITY SERVICES AT NIPER Raebareli**" addressed to Director, NIPER, Raebareli, Bijnor Sisendi Road, Near CRPF Base Camp, Sarojinee Nagar, Lucknow-226002 along with 'Bid Security Declaration' as per Annexure IX should be submitted along with the Technical Bid **shall be dropped in tender box, placed in NIPER, Raebareli, Bijnor Sisendi Road, Near CRPF Base Camp, Sarojinee Nagar, Lucknow-226002.**

Last date for submission/receipt of tender(s) is **29.07.2021 at 2.00 P.M.** and tender(s) will be opened by the Tender Committee in the presence of tenderers or their authorized representatives who wish to remain present on the **same day at 2.30 P.M.** in NIPER, Raebareli, Bijnor Sisendi Road, Near CRPF Base Camp, Sarojinee Nagar, Lucknow-226002. In case of any holiday on the day of opening, the tenders will be opened on the next working day at the same time but the tender box will be sealed on same day and time, as scheduled above. The tenders received after the above said scheduled date and time or without Bid security Declaration shall not be considered. Tenders received by FAX or email will not be entertained.

The Director NIPER, Raebareli reserves the right with himself to accept or reject any or all the tenders received or accept any or all the tenders wholly or partially, without assigning any reason thereof.

**Director**

## **INSTRUCTIONS TO BIDDERS**

### **1. GENERAL:-**

- 1.1 The present tender is being invited for Security Services under which the contractor shall provide **ex-servicemen only** and will use its best Endeavour's to provide security of building, equipments, materials and staff working in NIPER, Raebareli including monitoring and surveillance of the premises.

### **2. ELIGIBLE BIDDERS:-**

- 2.1. The security agencies holding valid Labour Licence under Contract Labour (Regulation & Abolition), Act 1970, registered with ESIC and EPF authorities and have successfully carried out.

- (a) Three similar security contracts costing not less than **Rs. 14,86,368/-** or Two similar security Contracts costing not less than **Rs. 22,29,545/-**

Or

- (b) One similar security contract costing not less than **Rs. 29,72,726/- in an annum** during last five years in National Laboratories/Institutes of Central Govt./ Semi Govt./ Autonomous Bodies/ Public Sector of repute are eligible to apply.

### **3. QUALIFICATION OF THE BIDDERS:-**

- 3.1. The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.
- 3.2. (a) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/ Consortium/ Partnership.
- (b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/ joint venture/ partnership firm.
- (c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
- (d) Copy of last three Financial Year's Income Tax Returns.
- 3.3. The bidder shall submit full details of his ownership and control, bidder shall submit the certificate of incorporation along with its Memorandum of Articles of Association, if it is a Company or Society etc.
- 3.4. Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card No. under the Income Tax Act.
- 3.5. Bidder must submit duly self-attested copies of all documents required along with technical bid of the tender.

- 3.6. Each Bidder (each member in the case of partnership firm/ joint venture/ consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If the NIPER, Raebareli subsequently finds to the contrary, the NIPER, Raebareli reserves the right to declare the Bidder as non-compliant and declare rejection of his bid and treat the contract if already awarded to the Bidder to be null and void.
- 3.7. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

#### **4. ONE BID PER BIDDER:-**

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

#### **5. COST OF BID:-**

The bidder shall bear all costs associated with the preparation and submission of his bid and the NIPER, Raebareli, will not (in any case) be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

#### **6. VISIT TO NIPER, RAEBARELI:-**

The bidder is required to provide security services to NIPER, Raebareli and is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the NIPER, Raebareli and is aware of the operational conditions prior to the submission of the tender documents.

#### **7. TENDER DOCUMENTS:-**

##### **7.1. CONTENTS OF TENDER DOCUMENTS.**

- 7.1.1. The Tender invitation document has been prepared for the purpose of inviting tenders for providing security services. The tender document comprises as per table of contents.
- 7.1.2. The bidder is expected to examine all instructions, forms, terms and conditions in the tender document. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
- 7.1.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender document.

## 7.2. CLARIFICATION OF TENDER DOCUMENT.

- 7.2.1. The bidder shall check the pages of all documents against page number given in table of contents and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the Director, NIPER, Raebareli or his nominee.
- 7.2.2. In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification from the Director, NIPER, Raebareli not later than one week before submitting his bid. Any such clarification, together with all details on which clarification had been sought, will also be forwarded to all bidders without disclosing the identity of the bidder seeking clarification. All communications between the bidder and the NIPER, Raebareli shall be carried out in writing.
- 7.2.3. Except for any such written clarification issued by the Director, NIPER, Raebareli which is expressly stated to be an addendum to the tender document issued by the Director, NIPER, Raebareli, no written or oral communication, presentation or explanation by any other employee of the NIPER, Raebareli shall be taken to bind or fetter the NIPER, Raebareli under the contract.

## 8. PREPARATION OF BIDS

### 8.1. LANGUAGE

Bids and all accompanying documents shall be in English or in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

### 8.2. DOCUMENTS COMPRISING THE BID:-

Tender document issued for the purposes of tendering as described in Clause 7.1 and any amendments issued shall be deemed as incorporated in the Bid.

- 8.2.1. The bidder shall, on or before the date given in the Notice Invitation to Tender, submit his bid in sealed envelopes clearly marked with the name of the Tender.
- 8.2.2. One copy of the tender document and Addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.
- 8.2.3. As EMD is waived off as per OM No.F.9/4/2020-PPD Dated the 12th November 2020, issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, Government of India. Instead, 'Bid Security Declaration' as per Annexure IX should be submitted along with the Technical Bid. The Bid Security will remain valid for a period of ninety days (90) beyond the final bid validity period. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
- 8.2.4. These shall be addressed to the Director, NIPER, Raebareli and submitted in the NIPER, Raebareli, at the address given in the tender document.
- 8.2.5. The Bidder (each member in case of joint venture/ consortium/ partnership firms) shall furnish the details regarding total number of works, as stated in Clause 2.1, completed in preceding five years, which were similar in nature and complexity as in the present contract requiring supply of ex-servicemen to provide security services.

### 8.3. BID PRICES:-

- 8.3.1. Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the tender document in respect of the Security Services at NIPER, Raebareli . This includes all the liabilities of the contractor such as cost of providing uniform and identity cards of personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, ESIC, EPF contributions, service charges, all kinds of taxes etc. which should be clearly stated by the contractor.
- 8.3.2. The rates and prices quoted by the Bidder shall be exclusive of GST and all other taxes and the same may be indicated separately.
- 8.3.3. The rate quoted shall be responsive and the same should be in accordance with the statutory obligations such as Minimum Wages, ESIC, EPF contributions etc. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.
- 8.3.4. Conditional bids/ offers will be summarily rejected.

### 8.4. FORM OF BID:-

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

### 8.5. CURRENCIES OF BID AND PAYMENT:-

- 8.5.1. The Bidder shall submit his price bid/ offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

### 8.6. DURATION OF CONTRACT:-

The contract shall be valid initially for a period of one year. The NIPER, Raebareli reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for further period of one year as may be agreed to mutually.

### 8.7. BID SECURITY:-

- 8.7.1. EMD is waived off as per OM No.F.9/4/2020-PPD Dated the 12th November 2020, issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, Government of India. Instead, 'Bid Security Declaration' as per Annexure IX should be submitted along with the Technical Bid.. The Bid Security will remain valid for a period of ninety days beyond the final bid validity period.
- 8.7.2. Tender not accompanied by Bid Security document shall be rejected.



8.7.3. Bid Security shall be forfeited if the bidder withdraws his bid during the period of tender validity.

**8.8. FORMAT AND SIGNING OF BID:-**

8.8.1. The bidder shall submit one copy of the tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.

8.8.2. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.

8.8.3. The bid shall contain no alterations, omissions or additions except those to comply with instructions issued by the NIPER, Raebareli, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/ signed and dated by the person or persons signing the bid.

**9. SUBMISSION OF BIDS:-**

9.1.1. The bidder shall submit the Pre-qualification Technical Bid in a separate sealed cover and the Financial Bid in another sealed cover duly superscribed on the top of the envelope "Security Services at NIPER Raebareli" and all these two sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed.

9.1.2. The sealed cover of Pre-qualification Technical Bid should consist of the following documents: -  
The bidder shall submit the Bid in a sealed cover duly superscribed.

- (a) Bid Security document in lieu of Earnest Money Deposit to be attached in the technical bid.
- (b) Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/ Partners also.
- (c) Self attested copy of PAN No. card under Income Tax Act.
- (d) Self attested copy of GST Registration Number.
- (e) Self attested copy of Valid Registration No. of the Agency/ Firm.
- (f) Self attested copy of valid Employees Provident Fund Registration Number.

- (g) Self attested copy of valid ESIC Registration Number.
- (h) Self attested copy of valid Licence and Number under Contract Labour Act or under any other Acts/ Rules.
- (i) Proof of agency being run by Ex-serviceman/ex-Para-Military personnel.
- (j) Proof of Average Annual turnover supported by audited Balance Sheet.
- (k) Proof of experience supported by documents from the concerned organizations.
- (l) Duly filled and signed Annexures- I, IV, V & VIII.

9.1.3. The sealed cover of Financial Bid should contain Annexure-VII & VII-A i.e. Financial bid in original and a duplicate copy of the same in two separate envelopes duly filled in figures and words.

9.1.4. All the sealed cover shall be addressed to the Registrar, National Institute of Pharmaceutical Education and Research NIPER, Raebareli, Bijnor Sisendi Road, Near CRPF Base Camp, Sarojinee Nagar, Lucknow-226002. The tender shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender.

## 9.2 LATE AND DELAYED TENDERS:-

9.2.1 Bids must be received in the NIPER, Raebareli, Bijnor Sisendi Road, Near CRPF Base Camp, Sarojinee Nagar, Lucknow-226002, but not later than the date and time stipulated in the NIT. The Director, NIPER, Raebareli may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the NIPER, Raebareli and the Bidder will be the same.

9.2.2. Any bid received by the NIPER, Raebareli after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

## 10.1 BID OPENING AND EVALUATION:-

10.1.1. The authorized representatives of the Tender Opening Committee of the NIPER, Raebareli will open the Prequalification Technical Bids in the presence of the Bidders or of their authorized representatives who choose to attend at the appointed place and time.

10.1.2. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.

10.1.3. Conditional bids will also be summarily rejected.

10.1.4. Subsequently, the selected technical bids will be evaluated by the NIPER, Raebareli.

10.1.5. Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.

**10.2 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:-**

10.2.1 NIPER, Raebareli is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

10.2.2. NIPER, Raebareli may terminate the contract if it is found that the contractor is black listed on previous occasions by any of the Departments/ Institutions/ Local Bodies/ Municipalities/ Public Sector Undertakings etc.

10.2.3 NIPER, Raebareli may terminate the contract and forfeit the EMD in the event of the successful bidder fails to furnish the Performance Security within seven days from the date of issue of award letter or fails to commence the work within stipulated period as indicated in the award letter.

**11. AWARD OF CONTRACT:-**

11.1. NIPER, Raebareli will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

11.2. NIPER, Raebareli will communicate the successful bidder by letter transmitted by Speed Post/Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Award Letter") shall prescribe the amount which NIPER, Raebareli will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.

11.3. The successful bidder will be required to execute an agreement in the form specified in Annexure-VI within a period of 10 days from the date of issue of Award Letter.

11.4. The successful bidder shall be required to furnish a Performance Security within 7 days of receipt of Award Letter for an appropriate amount (equivalent to three (3%) percent of the contract value ) in the form of an Account Payee Demand Draft from a scheduled bank in favour of NIPER Raebareli. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case, the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

11.5. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.



राष्ट्रीय औषधीय शिक्षा एवं अनुसंधान संस्थान  
(औषध निर्माण विभाग, रसायन एवं उर्वरक मंत्रालय, भारत सरकार का एक स्वायत्तशासी संस्थान)  
**National Institute of Pharmaceutical Education & Research**  
(An Autonomous Institute under the Department of Pharmaceuticals, Ministry of Chemicals and Fertilizers, Govt. of India)

**TERMS AND CONDITIONS FOR EXECUTION OF THE WORK OF SECURITY OF NIPER  
CAMPUS LOCATED AT RAEBAREILLY**

1. That the persons deployed by the Contractor for the services mentioned above shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall a relationship of employer and employee between the said persons and the NIPER shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of the work assigned the Contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with Director, NIPER, Raebareilly or a person nominated by Director, NIPER, Raebareilly. Subsequently, the Contractor shall review the work assigned from time to time and advise the Director, NIPER, Raebareilly for further streamlining their system. The Contractor shall further be bound by and carry out the directions/ instructions given to him by the Director, NIPER, Raebareilly, from time to time.
3. That the Director, NIPER, Raebareilly shall be at liberty to carry out surprise check on the persons as deployed by the Contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case any of the persons so deployed by the Contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful riot or disorderly conduct, the Contractor shall immediately withdraw and take suitable action against such persons on the report of the Director, NIPER, Raebareilly in this respect. Further, the Contractor shall immediately replace the particular person so deployed on the demand of the Director, NIPER, Raebareilly in case of any of the aforesaid acts on the part of the said person.
5. That the Contractor shall provide Security and keep watch and ward of the land and properties of NIPER, Raebareilly.
6. That for performing the security duties, the contractor shall deploy persons round the clock in eight hours shifts only for Security work, as mentioned in Annexure-III. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. It is further agreed that the Contractor shall engage medically and physically fit persons preferably below the age of 55 years for security duties. Only Ex-servicemen, retired employees of Para military forces or properly trained Security personnel of integrity and good conduct are to be deployed by the contractor.
7. That the contractor shall submit details of the names, parentage, residential address, age, etc. of the persons deployed by him in the premises of the NIPER for the purpose of proper identification of the employees of the contractor deployed at various points, he shall issue Security

personnel identity cards bearing their photographs/ identification, etc. and Security personnel shall display their identity cards at the time of duty.

8. That the contractor shall ensure that the persons so deployed shall not allow any property of the NIPER to be taken out of the premises without a Gate Pass signed by the designated officials of NIPER. As a safeguard against any dishonesty connivance and/ or ulterior motive, the specimen signatures of the officials designated and authorized to sign the Gate pass will be intimated in writing to the contractor along with subsequent changes, if any. The Director, NIPER, Raebareli shall make suitable arrangement to ensure compliance.
9. That the contractor shall promptly report to Director, NIPER, Raebareli if any theft or pilferage that takes place or where any attempt is made to that effect and the loss sustained. It shall be the sole responsibility of the Contractor to ensure security and safety of all the property and assets moveable or immovable of NIPER and if there is any loss to NIPER on account of dishonesty, and/or due to any lapse on the part of the contractor or his worker(s), the Contractor shall be made good on demand the loss sustained by NIPER.
10. That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to NIPER and shall comply with the Statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970, Employees State Insurance Act, Workman's Compensation Act, 1923, Payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, The Minimum Wages Act 1948, Employer's Liability Act, 1938, Employment of Children Act, 1938, Maternity Benefit Act and/or any other Rules/Regulations and/or Statutes that may be applicable to them and shall further keep the NIPER indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provision. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/ regulations and/or any bye/laws or rules framed under or any of these the NIPER shall be entitled to recover any of the such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
11. That the Contractor shall submit the proof of having deposited the amount of ESI & EPF contributions towards the persons deployed at NIPER in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount towards ESI & EPF contribution will be withheld till submission of required documents.
12. That the contractor shall particularly abide by the provisions of Minimum Wages Act, 1948, with Rules 1950 framed there under, as amended from time to time. The Contractor shall pay monthly wages to his workers at the rate of minimum wages fixed by the Central Government or the State Government whichever is higher.
13. That the contractor shall be required to maintain permanent attendance register/ roll within the building premises which will be open for inspection and checking by the authorized officers of NIPER, Raebareli.
14. That the Contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the NIPER and shall on demand furnish copies of wage register/ muster roll, etc. to the NIPER for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Contractor to ensure that he is fulfilling his commitments, towards his employees so deployed, under various Labour

Laws, having regard to the duties of NIPER in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act. 1970. The Contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns.

15. That the uniforms supplied by the Contractor at his own cost to the persons deployed for this work shall include army cut, anklets, ankle boots, web belt (with baton strap), baton beret with ceremonial heckle, whistle, loaded torches, etc. The seasonal equipment such as jerseys, grey coats in winters and rain coats in monsoon shall also be provided by the Contractor at his cost and NIPER shall have no liability whatsoever on this account. The uniform shall be approved by the Director, NIPER, Raebareli.
16. The Contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of NIPER.
17. That the Contractor shall deploy his persons in such a way that they get weekly rest. The working hours/ leave, for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act. 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Director NIPER, Raebareli a sum as may be claimed by NIPER, Raebareli.
18. The Contractor will make first payment to the workers engaged by him for execution of the work and submit the bills for payment.
19. That in consideration of the services rendered by the Contractor as stated above, he shall be paid Rs. \_\_\_\_\_ on monthly basis. Such payment shall be made by the 10th day of the month on the basis of the bills raised by the contractor and duly certified by the office designated by Director, NIPER, Raebareli in this regard.
20. That the aforesaid lump sum amount has been agreed to be paid by the NIPER to the Contractor.
21. That the payment on account of enhancement/ escalation charges on account of revision in wages by the appropriate Govt. from time to time shall be payable by NIPER to the Contractor.
22. That the NIPER shall withhold the amount of GST, till the production of proof of deposit of the same by the contractor in the respective Deptt.
23. The security will be refunded to the Contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.
24. That the Contractor shall keep the NIPER indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be primary responsibility of the

Contractor to contest the same. In case NIPER is made party and is supposed to contest the case, the NIPER will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Contractor to NIPER on demand. Further, the Contractor shall ensure that no financial or any other liability comes on NIPER in this respect of any nature whatsoever and shall keep NIPER indemnified in this respect.

25. The Contractor shall further keep the NIPER indemnified against any loss to the NIPER property and assets. The NIPER shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.
26. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the NIPER, Raebareli fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
27. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at their risk and cost.
28. That if the Contractor violates any of the terms and conditions of this agreement or commits any fault or his services are not to the entire satisfaction of officer authorized by the Director, NIPER, Raebareli in this behalf, a penalty leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.
29. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and/or loss/ damage if any sustained by the institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.
30. That this contract shall remain in force for a period of ONE YEAR. This contract may be extended further for a period of one year on such terms and conditions as are mutually agreed upon.
31. That this contract may be terminated on any of the following contingencies:-
  - a). On the expiry of the contract period as stated above.
  - b). By giving one month's notice by NIPER on account of:
    - i. Committing breach by the Contractor of any of the terms and conditions of this agreement.
    - ii. Assigning the contract or any part thereof to any sub-contractor by the Contractor without written permission of the NIPER
32. On Contractor being declared insolvent by competent Court of Law.
33. During the notice period for termination of the contract, in the situation contemplated above, the Contractor shall keep on discharging his duties as before till the expiry of notice period.

34. It shall be duty of the Contractor to remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the NIPER and ensure that no such person shall create any disruption/hindrance/problem of any nature in NIPER either explicitly or implicitly.
35. In the event of any question, dispute/ difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to Director, NIPER, Raebareli or his nominee.
36. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director, NIPER, Raebareli shall appoint another person to act as arbitrator in place of the outgoing arbitrator in accordance with the terms of this agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
37. The Arbitrator may give interim award(s) and/or directions, as may be required.
38. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.



**TENDER FORM FOR PROVIDING SECURITY SERVICES AT NIPER RAEBARELI**

#	Cost of tender : Rs. 1000/- (non-refundable)	Affix duly Attested P.P. Size recent photograph of the authorized representative of the prospective bidder.
1.	Due date for submission of tender	
2.	Opening time and date of tender	
3.	Name, address of firm/ Agency and Telephone numbers.	
4.	Registration No. of the Firm/ Agency	
5.	Name, Designation, Address & Tel. No. of Authorized person of firm/ Agency to deal With	
6.	Please specify as to whether tenderer is sole proprietor/Partnership firm/ Company or any other establishment.	
7.	Name, Address and Telephone No. of _____ Directors/partners etc. be specified _____	
8.	Copy of PAN card issued by Income Tax Dept. & Copy of previous Financial Year's Income Tax Return	
9.	Provident Fund Account No.	
10.	ESIC Number.	
11.	Licence number under Contract Labour (R&A) Act 1970	
12.	GST Registration No.	
13.	Details of Bid Security deposited: (a) Amount: DD No. (b) Date of issue: (c) Name of issuing Bank	
14.	Authorisation/ Power of Attorney	
15.	Any other information:	

16. 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 abide by them.

(Signature of the bidder)  
Name and Address  
(with seal)

### SCOPE OF WORK OF THE CONTRACT

The contractor shall have to provide the security services at NIPER premises located at Sarojinee Nagar, Lucknow. The contractor shall ensure protection of the personnel & property of the NIPER, Raebareli, prevent trespass in the assigned area with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray animals and anti-social elements, unauthorized persons and vehicle into the campus of the NIPER, Raebareli building.

#### DUTIES AND RESPONSIBILITY OF SECURITY STAFF:

1. The Security Guards/ Security Supervisor will be responsible for overall security arrangements of the NIPER, Raebareli covered in the contract.
2. Security Guards/ Security Supervisor will ensure that all the instructions of the NIPER, Raebareli are strictly followed and there is no lapse of any kind.
3. No outsiders are allowed to enter in the building without proper Gate Pass issued by the Authorized Officer of the NIPER, Raebareli.
4. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be made available with the Security personnel.
5. The officers and staff of the NIPER, Raebareli will keep the Identity cards with them for checking and allowing entry by the security personnel.
6. Deployment of Security Guards/Security Supervisors will be as per the instructions of the authorities of the NIPER, Raebareli and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.
7. The Security Supervisor/ Security Guards will also take round of all the important and sensitive points of the premises as specified by the NIPER, Raebareli.
8. The Security Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the NIPER, Raebareli.
9. Entry of the street-dogs and stray animals into the premises is to be prevented. They should be at once driven out.
10. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.

11. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray animals.
12. The Security Guards/Security Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.
13. In emergent situations, Security Guards/Security Supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the NIPER, Raebareli. Security personnel/Security Supervisors should be sensitized for their role in such situations.
14. The Security Supervisor/Security Guards are required to display mature behaviour, especially towards staff and visitors.
15. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
16. Any other provisions as advised by the NIPER, Raebareli may be incorporated in the agreement. The same shall also be binding on the contractor.

**DETAILS OF MANPOWER REQUIRED****LIST OF SECURITY POINTS AT NIPER, RAEBARELI AND MANPOWER REQUIRED:**

Security point	1 <sup>st</sup> Shift	2 <sup>nd</sup> Shift	3 <sup>rd</sup> Shift
Post No. 1 (Main Gate)	1 + 1	1 + 1	1 + 1
Post No. 2 (Boys Hostel)	1	1	1
Post No.3 (Girl's Hostel)	1	1	1
Security Supervisor	1 (General Shift)		

**CHECK-LIST FOR PRE-QUALIFICATION BID FOR SECURITY SERVICES**

Sr.No.	Documents asked for	Page number at which document is placed
1.	Has the bid Document been issued to you	
2.	Have you downloaded it from NIPER website?	
3.	Bid Security Declaration in lieu of (EMD) submitted along with the Technical Bid	
4.	One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, designation, and address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/Partners also.	
5.	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last financial year.	
6.	Self-attested copy of GST Registration No.	
7.	Self-attested copy of valid Registration number of the firm/agency.	
8.	Self-attested copy of valid Employee Provident Fund Registration number.	
9.	Self-attested copy of valid ESIC Registration No.	
10.	Self-attested copy of valid Licence No. under Contract Labour (R&A) Act, 1970.	
11.	Proof of valid DGR sponsored or proof of being run by an Ex-Serviceman/ Ex-Paramilitary man (as applicable)	
12.	Proof of experiences of last five financial years along with satisfactory performance certificates from the concerned employers.	
13.	Annual returns of previous three years supported by audited balance sheet	
14.	Any other documents, if required.	
15.	Declaration if tender document downloaded from NIPER website <a href="http://www.niperraebareli.edu.in">www.niperraebareli.edu.in</a> (i) Have you submitted the application fee/tender document cost in the form of DD? (DD should be prepared before the scheduled closure of sale of Tender Documents ) (ii) Have you submitted the “undertaking” that you will accept the tender document as available in the website and your tender shall be rejected if any tampering is there in the tender document thus submitted?	
16.	Whether all the documentary evidences are duly attested by Gazetted Officer or self-attested	
17.	Whether all the pages of tender document are duly filled, signed and sealed?	
18.	Whether the Price Bid is properly filled as per Tender Document stipulation?	
19.	Whether DD towards Application Fee/Cost of Tender Document, if Tender Document downloaded from NIPER website, kept in separate envelope and dully sealed?	
20.	Whether DD cash receipt /BG towards EMD, Kept in a separate envelope and dully sealed?	
21.	Whether Technical Bid (Part-I), duly sealed as required?	
22.	Whether Price Bid (Part-II), duly sealed as required?	
23.	Whether all above envelopes kept inside one envelope?	

Signature of the Bidder  
(Name and Address of the Bidder)  
Telephone/Mob. No.

### Checklist for Technical Evaluation

Sr. No	Information to be provided	To be filled by the Bidder	For office use
1	Annual Turnover (in Lakhs)		
2	Manpower on roll		
3	Experience of running Security services (in years)		
4	Volume of work done during last three financial years as specified in clause 2.2 of the NIT.		
5	Single work of more than Rs. _____ during last three years.		
6	No. of trainers of the rank of Commissioned Officers of Military/equivalent rank of Para-military.		
7	No. of Supervisory staff and Trained Civilian/Ex-Military/Ex-Paramilitary personnel.		
8	Training set-up [No. of Trainers] (a) Part-Time (b) Full-Time (c) Below JCO Rank (d) Above JCO Rank		
9	No. of Supervisory Field Staff		
10	ISO Certification of the firm (Yes/No)		

**Note:** Photocopies of all necessary documents duly self-attested must be attached for verification of the information provided.

## AGREEMENT FOR

**"Providing of Security Services at NIPER Raebareli."**

This AGREEMENT made on this ----- between to National Institute of Pharmaceutical Education and Research NIPER, Raebareli, Bijnor Sisendi Road, Near CRPF Base Camp, Sarojinee Nagar, Lucknow-226002 which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the ONE PART.

And

----- (hereinafter referred to as Contractor which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the OTHER PART.

WHEREAS the NIPER is desirous of giving a job contract for **"Providing security services at NIPER Raebareli** and whereas the Contractor has offered to **"Providing of Security Services at NIPER Raebareli"** on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that he is a registered Contractor under the provision of Contract Labour (Regulation and Abolition Act), 1970 and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the Contractor at his own expenses etc. and the Contractor shall report the compliance thereof to the NIPER, Raebareli. The Contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS NIPER, Raebareli has agreed to award the contract of work for **"Providing of Security services at NIPER Raebareli"** hereinafter mentioned as work assigned.

AND WHEREAS the Contractor has agreed to furnish to the Lab/ Instt., as Security deposit of Rs.....(Rs. .... ) by way Bank Guarantee or Fixed Deposit Receipt.

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to as under.

**A. GENERAL CONDITIONS**

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Contractor for the services mentioned above shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall a relationship of employer and employee between the said persons and the NIPER shall accrue/ arise implicitly or explicitly.
2. That on taking over the responsibility of the work assigned, the Contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with Director, NIPER, Raebareli or his nominee. Subsequently, the Contractor shall review the work assigned from time to time and advise the Director of the NIPER, Raebareli for further streamlining their system. The Contractor shall further be bound by and carry out the directions/instructions given to him by the Director of the NIPER, Raebareli or the officer designated by the Director in this respect from time to time.
3. That the Director of the NIPER, Raebareli or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons as deployed by the Contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case any of the persons so deployed by the Contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful riot or disorderly conduct, the

Contractor shall immediately withdraw and take suitable action against such persons on the report of the NIPER in this respect. Further, the Contractor shall immediately replace the particular person so deployed on the demand of the Director of the NIPER, Raebareli in case of any of the aforesaid acts on the part of the said person.

#### B. CONTRACTOR'S OBLIGATIONS

1. That the Contractor shall carefully and diligently perform the work assigned to him as deemed fit by him in consultation with the Director, NIPER, Raebareli or his nominee.
2. That for performing the assigned work, the Contractor shall deploy medically and physically fit persons. The Contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.
3. That the Contractor shall submit details, such as names, parentage, residential address, age, etc. of the person deployed by him in the premises of the NIPER, Raebareli. For the purpose of proper identification of the employees of the Contractor deployed for the work, he shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.
4. That the Contractor shall be liable for payment of wages and all other dues which they are entitled to receive under the various labour laws and other statutory provisions.
5. That the Contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to NIPER, Raebareli and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970, Employees State Insurance Act, Workman's Compensation Act, 1923, Payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, The Minimum Wages Act, 1948, Employer's Liability Act, 1938, Employment of Children Act, 1938, Maternity Benefit Act and/or any other Rules/regulations and/or statutes that may be applicable to them.
6. That the Contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the NIPER, Raebareli indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expenses arising out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, the NIPER, Raebareli shall be entitled to recover any of the such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Contractor's monthly payments.
7. That the Contractor shall be required to maintain permanent attendance register/roll within the building premises which will be open for inspection and checking by the authorized officers of NIPER, Raebareli.
8. That the Contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the NIPER, Raebareli and shall on demand furnish copies of wage register/muster roll, etc. to the NIPER, Raebareli for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Contractor to ensure that he is fulfilling his commitments, towards his employees so deployed, under various Labour laws, having regard to the duties of NIPER, Raebareli in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wages book, wage slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns.
9. That the Contractor shall submit the proof of having deposited the amount of ESI & EPF contributions towards the persons deployed at NIPER, Raebareli in their respective names before submitting the bill for the subsequent month. In case the Contractor fails to do so the amount towards ESI and EPF contributions will be withheld till submission of required documents.



10. The Contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of NIPER, Raebareli.

11. That the Contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave, for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The Contractor shall in all dealings with the persons in his employment have due regard all recognized festivals, days of rest and religious or other customs. In the event of the Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Director, NIPER, Raebareli a sum as may be claimed by NIPER, Raebareli.

12. That the Contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the NIPER, Raebareli and ensure that no such person shall create any disruption / hindrance/problem of any nature in NIPER, Raebareli either explicitly or implicitly.

13. That the Security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and/or loss/damage if any sustained by NIPER, Raebareli on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.

14. That the security deposit will be refunded to the Contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.

15. That the Contractor shall keep the NIPER, Raebareli indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case NIPER, Raebareli is made party and is supposed to contest the case, the NIPER, Raebareli will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Contractor to NIPER, Raebareli on demand. Further, the Contractor shall ensure that no financial or any other liability comes on NIPER, Raebareli in this respect of any nature whatsoever and shall keep NIPER, Raebareli indemnified in this respect.

16. The Contractor shall further keep the NIPER, Raebareli indemnified against any loss to the NIPER, Raebareli property and assets. The NIPER, Raebareli shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.

#### C. NIPER's OBLIGATIONS

1. That in consideration of the services rendered by the Contractor as stated above, he shall be paid a lump sum of Rs. \_\_\_\_\_ on monthly basis. Such payment shall be made by the 10<sup>th</sup> day of the month on the basis of the bills raised by the Contractor and duly certified by the officer designated NIPER, Raebareli in this regard.

2. That the aforesaid lump sum amount has been agreed to be paid by NIPER, Raebareli to the Contractor.

3. That the payment on account of enhancement/escalation charges on account of revision in wages by the appropriate Govt. from time to time shall be payable by the NIPER, Raebareli to the Contractor.

#### D. PENALTIES / LIABILITIES

1. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at his risk and cost.

2. That if the Contractor violates any of the terms and conditions of this agreement or commits any fault or his services are not to the entire satisfaction of officer authorized by the Director, NIPER, Raebareli in this behalf, a penalty leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.

E. COMMENCEMENT AND TERMINATION

1. That this agreement shall come into force w.e.f ..... and shall remain in force for a period of one year. This agreement may be extended on such terms and conditions as are mutually agreed upon.
2. That this agreement may be terminated on any of the following contingencies:
  - a) On the expiry of the contract period as stated above
  - b) By giving one month's notice by the NIPER, Raebareli on account of
    - i) Committing breach by the Contractor of any terms and conditions of this agreement
    - ii) Assigning the contract or any part thereof to any sub-contractor by the Contractor without written permission of the NIPER, Raebareli
  - c) On Contractor being declared insolvent by competent Court of Law.

During the notice period for termination of the contract, in the situation contemplated above, the Contractor shall keep on discharging his duties as before till the expiry of notice period.

G. ARBITRATION

1. In the event of any question, dispute/difference arising under this agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to the Director, NIPER, Raebareli or his nominee.
2. The award of the Arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred to being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director, NIPER, Raebareli shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
3. The Arbitrator may give interim award(s) and/or directions, as may be required.
4. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under the clause.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

For and on behalf of  
National Institute of Pharmaceutical Education and  
Research (NIPER), Raebareli

For and on behalf of  
The Contractor \_\_\_\_\_

WITNESSES

- 1.
- 2.

WITNESSES

- 1.
- 2.

## PRICE BID FOR SECURITY SERVICES

Sl. No.	Designation	Number of personnel required per Day	Rate per person per shift per day (In words & in figures)	Monthly amount (In words & in figures)	Yearly amount (In words & in figures)
1	Security Guard	14			
2	Security Supervisor	01			

3. Amount of GST \_\_\_\_\_

## Note:-

- The Security Guard will be considered under the Semi-skilled category. Contractor shall provide uniformed and trained Ex-Service men and use its best endeavour to provide Security services to the Department for providing safety, monitoring and surveillance. Rates quoted will include all statutory obligations of the contractor under Minimum wages Act, Contract Labour (R&A) Act, 1970, weekly-off replacement charges, cost of uniform of personnel deployed by the contractor, all kinds of taxes, service charges, etc. of the agency. The rate quoted will be for per shift of eight hours per person per day. If the minimum wages is revised by the Ministry of Labour Government of India, the incremental wages, if applicable, will be provided.
- The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.
- The contract is initially for one year and can be extended further for a period of one year on mutually agreed terms and conditions.
- The number of manpower required shown above is indicative and the actual quantity may vary.
- The bidders may quote the rates in Indian Rupees and provide details of various elements included in their quote on a separate sheet duly signed and dated and may be shown as Annexure VII (A).
- All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.

Signature of the bidder  
Name & Address of the bidder  
Telephone No.  
With date and seal

National Institute of Pharmaceutical Education and Research (NIPER), Raebareli  
Bijnor Sisendi Road, Near CRPF Base Camp, Sarojinee Nagar, Lucknow-226002

Name of the work: SECURITY ARRANGEMENTS AT NIPER, RAEBARELI.

Details of Monthly wages to be paid under the contract to the security personnel shall be in accordance with the Minimum Wages Act, 1948.

<b>Details of payments admissible</b>	<b>Security Supervisor</b>	<b>Security Guards</b>
Minimum Wages		
EPF @ 13.16% (including Admin Charges).		
ESIC @ 4.75%		
Bonus (as per Govt. norms)		
Weekly-off replacement charges		
Service Charges on Minimum Wages (In %) Total :		
GST _____%		
(Net Per person per month) Total :		

SIGNATURE OF THE BIDDER  
Name & Address of the Bidder  
with date and seal  
Telephone No.

**CHECKLIST FOR PREPARATION OF BID**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Yes / No</b>
1	Have you filled in and signed the Contract Details form?	
2	Have you read and understood various conditions of the Contract and shall abide by them.	
<b>TECHNICAL BID</b>		
3	Have you enclosed the Bid Security Declaration in the Technical Bid?	
4	Have you taken prints of all the Sections of Tender, in the prescribed in proper Size and signed on all the pages of the tender documents?	
5	Have you attached proof of having met the following Minimum eligibility criteria?	
6	Legally Valid Entity: Have you attached attested Certificate issued by the Registrar of the firms/Companies.	
7	Registration with Government Bodies like IT, GST, ESIC, EPF, Labour Laws: Have you attached a Registration Copy of each of the Certificate?	
8	Experience: Have you attached the attested experience Certificates issued by the Organizations? Government Departments?	
9	Have you attached the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
10	Have your Technical Bid been packed as per the Requirements of the Tender?	
<b>FINANCIAL BID</b>		
11	Have your financial Bid proposal is duly filled as per price schedule sealed and signed on all pages?	
12	Have quoted prices against each of the category as per the price schedule?	
13	Have your financial bid been packed as per Tender?	

Signature of the Authorized Signatory  
Designation (Office Seal of the Bidder)

Date:  
Place:

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD**

(On Bidders Letter head)

I / We, the authorized signatory of M/s.....  
participating in the subject tender No ..... for the item /  
job of

..... , do hereby declare:

- i. That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
- ii. That in the event we withdraw / modify our bid during the period of validity

Or  
I/we fail to execute formal contract agreement within the given timeline OR  
I/we fail to submit a Performance Security within the given timeline Or I/we  
commit any breach of Tender Conditions / Contract which attracts penal action  
of forfeiture of EMD and I/we will be suspended from being eligible for bidding  
/ award of all future contract(s) of National Institute of Pharmaceutical  
Education and Research, Guwahati, for a period of three years from the date of  
committing such breach.

**Signature of the Tenderer or his Authorized Person**

**Full Name:.....**

**Designation: .....**

**Company's seal**