



राष्ट्रीय उद्यमिता एवं लघु व्यवसाय विकास संस्थान
THE NATIONAL INSTITUTE FOR ENTREPRENEURSHIP AND SMALL BUSINESS
DEVELOPMENT (NIESBUD, A-23, Sector-62, Institutional Area, NOIDA-201 309)

Ref. No. NIESBUD/ADMN/Tender-SS/33/2017-18

NOTICE INVITING TENDER

The Institute invited Sealed Tenders from reputed registered firms/ contractors, for providing Security Services during year 2017-2018, 2018-2019 and 2019-2020. The firm eligible to quote the tender shall have minimum five year experience in similar type of work and annual turnover of not less than Rs. 50,00,000/- during last 3 years. Firms must be registered with PF, ESI, DGR and labour license authorities.

Contractor shall provide experienced person as per requirement & approval of the Competent Authority during contract period. All persons engaged shall be paid at the rates as per minimum wages as notified by Govt. of India.

Firms/ contractors applying for issue of tender shall enclose company profile, PAN No., GST No., TIN No, ESI, PF registrations, work experience and list of works in hand with the certificate from client for satisfactory execution of work with application, for issue of Tender. Tenders can be downloaded from Institute web site www.niesbud.nic.in ; Tenders shall accompany D.D. of any commercial bank of Rs. 1,000/ towards cost (*non-refundable*) of tender Fee and EMD (refundable) of Rs. 50,000/-(Rupees fifty thousand only) in form of D.D. in favour of NIESBUD, NOIDA, shall be enclosed with quoted tender.

Administrative Officer (I/c)

Cost (non-refundable) of tender document Rs.1000/- to be paid in the form of D.D. in favour of NIESBUD, NOIDA

GENERAL GUIDELINES TO THE TENDERS

Sealed tender are invited under two Bid system (as enclosed Part-I: Technical Bid and Part-II, Financial Bid) from security agencies with annual turnover of Rs.50 lakhs and more for security service and supply of manpower, holding and license under Contract Labour (Regulation & Abolition) Act. 1970, registered with EPFO, ESIC, having GST registration and successfully carried security contracts of 50 or more security guards: consisting of ex-servicemen / properly trained civilian /security personnel and security during the last 5 years in Govt./ Semi Govt./ Central Autonomous bodies and institutes.

The general instructions are as under:-

1. ***Sealed tenders in prescribed form (Part-I & Part-II) duly filled in shall be accepted through Tender Box placed in the Security Room, up to 3PM of 25.11.2017***
2. *Tenders will be opened at 3.30PM on 02/12/2017 in the Board Room of the Institute for this purpose in the presence of tenders and /or their representative who may like to be present on given date and time.*
3. The tenders form must be clearly filled in ink legible or typed. The tender should quote the rates and amount tendered by him/them in the figures and as well as in words. In case, there are differences of amount in words and in figures, amount mentioned in words shall be treated correct and final. Alternations unless legibly attested by the Tenderer shall be disqualified and rejected. Tender document, must be duly signed by the tenderer himself, or his authorized signatory. The forwarding letter and attested copies of the following documents are required to be submitted along with the tender:
 - a) GST No. with copy of GST registration.
 - b) EPF Number with copy of EPF registration.
 - c) ESIC Registration No. with copy of ESIC Registration.
 - d) PAN allotted by the Income tax Department with copy of the latest income Tax return indicating turnover of the company for previous financial year.
 - e) EMD Rs. 50,000/- by way of Demand Draft of any Commercial Bank in favour of NIESBUD, NOIDA shall be enclosed with the Tender (Refundable after the finalization and award of tender to one of the tenderer).

The tender will not be entertained in the absence of any of these documents.

4. List of clients with Satisfactory Performance Certificate issued by various organizations where such type of work / jobs are being executed presently or have been performed by the contractor earlier, must be enclosed in support of credibility of the company.
5. The rate quoted should be inclusive of and in accordance with the provisions of Minimum wages Act. DGR guideline on the subject Contract Labour Act and other statutory provisions like Provident Fund Act. ESIC, Bonus, HRA, Gratuity (as applicable), Leave, Uniform Allowance etc.
6. Every paper of the tender should be signed by the Tenderer with seal of Agency / Firm.
7. The following information must be accompanied with the envelope:-
 - a) Tender Notification No.
 - b) Tender for security services
 - c) Name of the firm
 - d) Last date of the tender
8. The tender should take care that the rates be written in such a way that interpolation is not possible. No blanks should be left which would otherwise make the tender liable for rejection.

9. The agency shall have to deposit Rs. 50,000/- as earnest money deposit (EMD) by way of Bank Draft of a Nationalized Bank in favour of NIESBUD, NOIDA. No cash will be accepted. The amount of EMD should not bear any interest what/so ever, which will be refunded (Original Draft) to the un-successful tenderer after award of the work.
10. The successful tender shall have to deposit Rs 1 lac as security deposit in the form of Bank Draft / Bank Guarantee of a Nationalized Bank in favour of NIESBUD,NOIDA within 30 days after the offer letter is received by the successful bidder / Agency, otherwise the award letter will be treated as cancelled. The amount of security deposit will not bear any interest what so ever. Amount of EMD already deposited by successful tenderer shall be adjusted against Security deposit.
11. Tender once submitted, it would be presumed to have understood and accepted all the terms and conditions given in Annexure I & II. No inquiry, verbal or written, shall be entertained in respect of acceptance / rejection of the tender.
12. Any act on the part of the tender to influence anybody in the NIESBUD, NOIDA is liable for rejection of his tender.
13. Quotation must be unconditional. An alternation or changes in rates in tender document shall be considered as invalid and liable to be rejected.
14. The contractor shall not engage any sub-contractor or transfer the contract to any other person or agency in any manner.
15. Tenders not confirming to these requirements shall be rejected outright and no Correspondence thereof be entertained what so ever.
16. The selected party (Security services agency) shall have to provide the proof of deposit of ESIC, EPF to the individual account of the staff deployed each month and also to submit copy of annual return giving complete list with all the details of individual EPF contribution with their EPF number.
17. Contract-will-be-valid for a period of Three years, which may be extended for further period up to a maximum of two years on satisfactory performance report as deemed fit by the Competent Authority.

FORMAT OF SUBMITTING APPLICATION FOR SECURITY SERVICES

1. **Name of the Concern/Party** :
2. **Date of Registration/Establishment** :
3. **Address of the Concern/Party** :
4. **Constitution of the Concern/Party : whether Proprietary Concern/ Partnership Firm/Company and details thereof**
5. **Principal Business of the Concern/Party** :
6. **Details of the Annual Turnover : during the year 2014-15, 2015-16 and 2016-17**
7. a) **Details of the Contracts handled during the last 5 years and in Hand**
(Involving serving inter-continental meals to the Hostel Inmates of Govt./PSU/ reputed educational/ research Institutes or International Clients)
b) **Details of other Contracts handled during the last 5 years and in hand**
8. **Details of Registration under different Statutes, Acts etc.** :
9. **Complete Details of the Regular : Manpower on the Pay Rolls of the Concern/Party**
10. **Details of other Infrastructure : available for Rendering Services** :
11. **Any other Relevant Information** :

Date:

**Signature & Seal of the
Proprietor/Authorized Signatory**

Place:

(To be executed on Rs.100/-non-judicial stamp
Paper by the security service agency on award of the work)

TENDER DOCUMENT
FOR
SECURITY SERVICES
IN
NIESBUD,
SECTOR-62-NOIDA(U.P.)



**THE NATIONAL INSTITUTE FOR ENTREPRENEURSHIP
AND SMALL BUSINESS DEVELOPMENT,(NIESBUD)
A-23, Sector-62, (Institutional Area) NOIDA-201 309, UP**

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PART – I

SECTION- I

INSTRUCTIONS TO THE TENDERERS

1.0 GENERAL

- 1.1 The Service are to be provided at the upcoming campus of the National Institute for Entrepreneurship and Small Business Development (NIESBUD) situated on Plot Nos. A-23 & A-24 (part), Sector-62, NOIDA
- 1.2 The size of the plot(s) is 100 mtr. X 100 mtr. With covered area of about 6,000 sq. mtr. Divided into the following three Blocks:-
- | | |
|-----------------------------------|-----------|
| (a) Training/Administrative Block | (G+2) |
| (b) Hostel block | (G+6) and |
| (c) Ancillary/Maintenance Block | (G+2) |

2.0 SCOPE OF THE SERVICES

- 2.1 The Campus has two Gates. Out of these two, Institute keeps one Gate closed and allows incoming and out-going traffic (both human and vehicles) from the other gate.
- 2.2 The Contractor shall be fully responsible for the security/watch & ward services in the Campus. Besides the normal duties/functions attached to the security, the following shall also be performed under the Contract:-
- To man security/check posts located at various points as may be identified for the purpose.
 - To check the material/property/any member of public/outsider coming into and going out of the Building through the procedure of the Gate Pass as may be laid down by the Institute.
 - To prevent the entry of stray dogs and cattle & anti-social elements, unauthorized persons and vehicles into the Campus.
 - To keep the surroundings of the Campus safe through preventing humans/vehicles etc. being unnecessarily roaming around/parked just outside the Campus.
 - To maintain co-ordination with the local police etc. and keeping the persons/property of the Institute safe at all the times.
 - To perform such other miscellaneous jobs as may be specially laid down in the Contract.

3.0 REQUIREMENTS OF THE PERSONNEL

3.1 The Security Services would be required in the three Shifts. The requirements of the personnel in the three shift would be as follows:-

Shift	Timings	Security Guard	Gunman
1- Day	6 A.M. to 2 P.M.	2	X
II – Afternoon	2 P.M. to 10 P.M.	2	X
III – Night	10 P.M. to 6 A.M.	2	1

3.2 However, the Institute reserves the right to increase/decrease the number of Security Personnel at any time at its sole discretion normally after giving atleast three days' notice to the Contractor.

3.3 The Institute may also requisition additional number of Guards/Gunmen on special occasions when the Institute expects large gathering at the Campus.

3.4 The senior of the persons in a particular shift shall act as the supervisor in the shift.

4.0 COST OF TENDERING

The Tenderer shall bear all the costs associated with the preparation and delivery of its Bid. The Institute will not be responsible or liable for these costs.

5.0 SITE VISIT

The Tenderer are advised in their own interest to visit/inspect the Campus and acquaint themselves with the surroundings in which the services are to be provided including the space provided for Security Personnel, other facilities etc.

6.0 TENDER DOCUMENT

6.1 The Services, binding Procedure, Terms and Conditions of the Contract etc. are described in the Tender Document. The Tender Document divided into *Part I* and *Part II* consists (a) Instructions to the Tenderers (Section – I); (b) Conditions of the Contract (Section – II) ; (c) Performance for Bank Guarantee (Section – III) and (d) Schedule of Rates (Section – IV).

6.2 The intending Tederers are advised to examine the Tender Document on its receipt and satisfy themselves about the receipt of complete Set consisting of all the Sections as mentioned above. The Tender is to be prepared strictly in accordance with the instructions contained therein. Failure to prepare the Tender as per the instructions and submission of Bid(s) not substantially responsive to the requirements of Tender Document in every respect is liable to result in the summary rejection of the Bid.

7.0 AMENDMENT OF TENDER DOCUMENT

- 7.1 At any time prior to the expiry of the prescribed period for submission of the Bids, the Institute may, for any reason whatsoever, modify the Tender Document by suitable amendments under intimation to all the Tenderers and may also suitably extend the time limit for submission thereof with due notice to all of them.
- 7.2 The amendment(s) shall be notified in writing and shall be binding on the Tenderers. The Tenderers will be required to acknowledge the receipt of intimation of all such amendments(s) to the Tender Document and shall submit the same with their Tender duly signed.

8.0 PREPRATION OF TENDER

- 8.1 While filling the rates in the Schedule of Rates, the Tenderers shall ensure that there are no discrepancies in the Rates mentioned in figures and words. In case of any discrepancy in the Rates, those mentioned in words shall be taken as final and binding. The Tender shall not contain any interlineations, erasing or over-writing except as necessary to correct the errors made by the Tenderers in which case such corrections shall be rewritten, initialed and stamped by the person who has signed the Tender. While writing Rates in words, "*only*" should be used as the last word and it should be on the same line.
- 8.2 The Tenderers must fill and submit the Tender Copy without making any additions or alterations in the Tender Document. The Rates should be filled in by the Tenderers as required in the Tender Document.
- 8.3 All entries by the Tenderers should be in one ink and should be written in a legible manner.
- 8.4 Incomplete, irrelevant, conditional or un-witnessed tenders are liable to be rejected.

9.0 SIGNING OF THE DOCUMENT

All pages of the Tender shall be initialed at the lower right hand corner, wherever required and stamped by the Tenderers or their representative(s) holding the Power of Attorney in their favour.

10.0 TENDER PRICES

- 10.1 The rate(s) quoted should be inclusive of and in accordance with the relevant statutes and the prescribed benefits there-under, administrative instruction etc. either of the Central or State Government/Authority.
- 10.2 The Tenderers should include all charges/expenses in the quoted rates and the Institute shall not pay anything extra over and above except the statutory Taxes if otherwise payable and so specifically stated in the Bid.

11.0 RATE VARIATION

- 11.1 The Rates quoted shall good till the entire duration of the Contract Period.
- 11.2 No variation in rates would be allowed except in case of change in the statutory rates and other benefits of the personnel after accord of specifically approval thereto by the Competent Authority of the Institute.
- 11.3 The submission of a Tender implies that the Tenderer has carefully read the Tender Document including amendments if any and has made himself aware of the scope of the services, local conditions and other factors having bearing or impact on rendering of the Services.

12.0 DEVIATIONS

The Tenderer should clearly read all the terms and conditions mentioned in the Tender Document. If he has any apprehensions/observations about any Clause of the Document, the same should be clarified beforehand. The clarifications as may be issued by the Institute shall form an integral part of the Contract. All such clarifications shall also be submitted, duly signed in the prescribed manner, alongwith the Tender. No deviations in the Tender on part of the Tenderers, are allowed.

13.0 CONDITIONAL TENDER

Conditional Tenders shall not be entertained.

14.0 MODE OF SUBMISSION OF TENDERS

- 14.1 The Tender shall be submitted in accordance with the procedure detailed hereinabove. Specified Documents shall be sealed in separate envelope(s) of appropriate size.
- 14.2 The Packet No. 1 shall contain Part – 1 of the Tender and Certificates from atleast two clients about rendering of satisfactory Security Services during 2014-15 and 2015-16. Failure to enclose the documents as above may result into summary rejection of the Offer.
- 14.3 The Packet No.1 shall also contain the prescribed Earnest Money Deposit.
- 14.4 The Packet No. II shall contain the Price/Financial Bid – Section IV – Schedule of Rates (Part II of the Tender), duly filled, in words and figures, signed and stamped.
- 14.5 The Tenders should be duly signed with date, sealed and witnessed by an authorized signatory of the Tenderer. The proof of such authorization, in favour of the person, signing the Tender should also be submitted alongwith the Tender.

15.0 SUBMISSION OF TENDER(S)

- 15.1 The Tender(s) duly filled and completed in the prescribed manner, must be deposited with the Administrative Officer (I/c) of the Institute not later than 3.00 P.M. November 25th , 2017 at the Institute's Campus.
- 15.2 The Institute may, at its sole discretion, extend the date of submission of the Tenders, after informing all the Tenderers.

16.0 DELAYED/LATE RECEIPT OF TENDERS

- 16.1 The Institute assumes no responsibility for delay or non-receipt of Tenders sent by Post/Courier.
- 16.2 Any Tender received after the prescribed time on the stipulated date of submission is liable to be rejected summarily.

17.0 OPENING OF THE TENDERS

- 17.1 The Financial/Price Bid of the Tenderers whose EMD and other papers are found to be in order will be opened on 2nd December, 2017 and place at 3.30 p.m. in the presence of the Tenderers or their representative(s) who wish to be present.
- 17.2 The Tenderers or their representative(s) who are present at the time of opening of the Tenders shall sign the Register evidencing their attendance on the occasion.

18.0 CANVASSING

The canvassing in any form in respect of this Tender/Work is strictly prohibited and will result in summary rejection of Tender of such Tenderers indulging therein.

19.0 RIGHT TO ACCEPT OR REJECT ANY TENDER OR ALL TENDERS

The Institute reserves the right to accept, cancel or reject the Tender and to annul and reject all Tenders at any time prior to award of the Work without assigning any reason or incurring any liability/obligation to the Tenderers as regards the communication of the grounds for such an action or otherwise.

20.0 AWARD OF THE WORK

- 20.1 The Institute will notify the successful Tenderer in writing through a registered letter or fax about the acceptance of his/her Tender.
- 20.2 The Letter of Acceptance will constitute part of the Contract.

21.0 SIGNING OF THE CONTRACT

On receipt of the Letter of Acceptance, the successful Tenderer shall enter into the Contract with the Institute on the date and time to be intimated by it for the purpose.

22.0 EARNEST MONEY DEPOSIT (TO BE ATTACHED WITH PACKET I)

- 22.1 The Tenderers must furnish the Earnest Money Deposit of Rs. 50,000/- (Rupees fifty thousand only) in the form of unconditional Bank Guarantee in the prescribed format issued by any Nationalized/Scheduled Bank in favour of "NIESBUD" or Bank Draft failing which the Tender is liable to be summarily rejected.
- 22.2 The Earnest Money Deposit of the unsuccessful Tenderers will be returned within 7 days of decision on the Tenders. No interest shall be payable on the Earnest Money Deposit.
- 22.3 The Earnest Money Deposit of the Tenderer(s) may be forfeited:-
- a) If the Tenderer withdraws his Tender during the specified period of validity of Tender or does not respond/comply with the instructions to clarify or supplement the information as may be asked for and

- b) In case of the successful Tenderer, if he fails:-
 - (i) To sign the Contract in accordance with the stipulated conditions on the date and time specified for the purpose or
 - (ii) To commence providing the Services as stipulated in accordance with the terms of the Contract from the agreed date and time.

23.0 SECURITY DEPOSIT AND ITS REFUND

23.1 Total Amount/Mode of Payment

- 23.1.1 The amount of Security Deposit shall be Rs. 1,00,000/-(Rupees one lakh only). The Earnest Money Deposit of the successful Tenderer shall be converted into part of the Security Deposit. The unconditional Bank Guarantee in the prescribed format, for the balance security amount shall be submitted within three days of receipt of Letter of Acceptance.
- 23.1.2 The amount of Security Deposit shall be forfeited if the Contractor fails to provide Services in accordance with the agreed stipulations or towards recovery of any amount which becomes payable to the Institute under the Contract.
- 23.1.3 The Bank Guarantee(s) shall be valid till the period of operation of the Contract.

23.2 Refund of Security Deposit

- 23.2.1 The amount of Security Deposit as above shall be refunded upon expiry of the period of the Contract subject to the provisions contained in Clause 31.3.
- 23.2.2 No interest shall be payable to the Contractor(s) on the amount of the Security Deposit.

24.0 PERIOD OF VALIDITY OF TENDER

The Tender shall remain valid for 3- calendar years after the date of its opening.

- 25.0** Before submitting the Tender, the Tenderer must ensure that he/she has all the approvals/permissions to render Security Services to the Institute under the Tender as may be prescribed under the relevant statutes etc.

SECTION – II
CONDITIONS OF THE CONTRACT

1.0 DEFINITIONS

1.1 For the purpose of this Contract, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:-

1.1.1 **“Institute”** means The National Institute for Entrepreneurship and Small Business Development (NIESBUD).

1.1.2 **“Contractor”** means the person firm or company whether incorporated or not which has been identified and selected to render the Services as comprised in this Contract and which enters into a Contract with the Institute, for the purpose.

1.1.3 **“Contract”** shall mean and iter-alia include the Notice Inviting Tenders, Instructions to the Tenderers, Conditions of the Contract, Schedule of Rates etc. constituting the Tender Document.

1.1.4 **“Campus”** means the plots allotted to the Institute bearing number A-23 and A-24 (part) (10,000 sq. mtr.) Sector 62, NOIDA and constructed buildings thereon.

1.1.5 **“Security Personnel”** mean the personnel deployed by the Contractor to render Services under the Contract.

1.1.6 **“Services”** encompass the duties as enumerated in the Contract and all such things as are generally regarded as part of the Security and watch/ward functions.

1.1.7 **“Singular”** shall also include the plural and vice versa and the masculine shall include feminine wherever the context requires.

2.0 SCOPE OF THE DUTIES OF SECURITY PERSONNEL

2.1 Security Supervisor will be responsible for overall security arrangements of the Campus in the particular shift.

2.2 The Supervisor shall ensure that all administrative instructions consistent with the safety and security of the Campus are invariably followed at all the times.

2.3 The Supervisor shall supervise the main gate and be on patrol in the Campus at periodical intervals.

- 2.4 The Security Personnel shall be well versed with the operation and maintenance of the Fire Fighting System. A quarterly Fire Fighting drill shall be conducted so as to ensure that the System remains functional at all times.
- 2.5 The Security Personnel shall ensure entry of all incoming/out-going vehicles, visitors, material etc. as per the procedure described hereinafter.
- 2.6 The Security Personnel shall also take care of all the stores etc. lying in the open, parked vehicles etc.
- 2.7 It shall also be duty of the Security Personnel to ensure that no unsocial or other activity which may be prejudicial or detrimental to the interests of security of the Campus is carried out in the vicinity/neighbourhood.
- 2.8 The Security Personnel on patrol shall also take care of the electricity points, water taps, valves and water hydrants installed for horticulture and other purposes.
- 2.9 The Security Personnel shall ensure that the planters, pots, grassy lawns etc., are not damaged or destroyed by anybody.
- 2.10 In case of mishap, eventuality and natural calamities like fire, accident etc., the Security Personnel shall extend all possible help in meeting the situations.
- 2.11 The Security Personnel shall keep in readiness the telephone numbers of the law enforcing/damage controlling/assistance providing agencies like Police, Fire Brigade, Ambulance etc. to be immediately contracted whenever required and also the contact number and addressed of the designated Institute's personnel, the latter to be intimated as soon as practical after occurrence of the happening.
- 2.12 The Security Personnel shall ensure that the compound wall of the Institute is not defaced with any type of advertising bills and that the area around the Campus is not used by hawkers of any kind.
- 2.13 The Security Personnel shall also be responsible for proper parking of the vehicles in the Campus in the designated areas.
- 2.14 The Security Personnel shall ensure that the movement of the Hostel Inmates is regulated in terms of the existing instruction issued by the Institute in this behalf from time to time.

3.0 AGE LIMITS & FITNESS LEVELS

- 3.1 The Security Personnel to be provided under the Contract shall be between 18 -45 years of age.
- 3.2 The Security Personnel shall be free from any physical or psychological defect/infirmity.

4.0 RELEASE OF INFORMATION

The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the building or description of the site, dimensions or other information concerning the Contract unless prior written permission of the Institute, has been obtained.

5.0 MAXIMUM DUTY HOURS

5.1 The Contractor shall make alternate arrangements in case of the absence of the Security Personnel. The Contractor must have sufficient number of leave reserves. No short leave or meal relief shall be permitted to the Security Personnel unless the Contractor provides suitable substitute without any extra payment.

5.2 No personnel shall be allowed to perform more than two duties at a stretch. The double duty shall also be allowed to be performed only in exceptional cases where the personnel of the next shift has not reported for duty on account of development of unforeseen circumstances and the Contractor is unable to find a suitable replacement for the purpose.

6.0 UNIFORM/CONDUCT

6.1 Each and every Security Personnel under the Contract all the times while on duty, shall wear the prescribed uniform in a neat and tidy manner as per the prevalent season, alongwith the badge showing the name & designation of the personnel.

6.2 The Security Personnel shall ensure good behaviour with the staff of the Institute, visitors, neighbours etc. and shall refrain from joining any association, agitation etc. The Security Personnel are expected to greet the visitors/participants with folded hands at the time of entry into the Campus.

6.3 The cost of the Uniform, its maintenance and other connected expenses shall be borne by the Contractor.

6.4 The Security Personnel shall not smoke or take intoxicants while on duty and the Institute shall have every right not to accept any personnel for duty which is under the influence of liquor, drugs etc.

7.0 ISSUE OF INSTRUCTION

7.1 The Security Personnel shall be bound to observe all the instructions issued by the Institute concerning general discipline, behaviour and the like.

7.2 The Administrative Officer of the Institute shall be the Nodal Officer for co-ordinating and supervision the Services under the Contract. The Contractor shall also intimate the name of the Official from his side to whom the instructions etc. shall be issued by the Institute.

8.0 AMENDMENT OF THE CONTRACT

The amendments, which may become necessary to be incorporated on account of unforeseen development or otherwise into the Contract, shall be so incorporated by mutual consent of the parties, in writing.

9.0 REMOVAL/WITHDRAW OF PERSONNEL

9.1 If the performance of any Security Personnel is not found satisfactory/upto the mark, the same shall be replaced by the Contractor immediately upon receipt of an intimation to this effect from the Institute.

9.2 In case any Security Personnel is found to be inefficient, quarrelsome, infirm, invalid, indulging in unlawful/undesirable activities, the same shall also be remove from the Service under the Contract immediately either upon receipt of an intimation from the Institute or suo moto.

10.0 EMOLUMENTS TO THE PERSONNEL

10.1 The Contractor shall promptly and timely pay the wages etc. to the Security Personnel in terms of the provisions of Clause 10.1 (Section-I) engaged under the Contract.

10.2 The Contractor shall periodically submit documentary proof of having paid all the benefits to the personnel including wages.

11.0 ACCIDENTS/INJURY ETC.

11.1 The Contractor shall be responsible for safety of all Security Personnel engaged by him, shall report immediately accidents to any of them whenever and wherever occurring on duty at the Institute and make all arrangements to render every possible assistance/to provide prompt and proper medical attention to the affected persons.

11.2 The Institute shall not be liable financially or otherwise for any accident/injury caused to the Security Personnel while performing duties under the Contact.

11.3 The Contractor in such a cases shall pay the compensation to affected personnel or their dependent families with utmost expedition in accordance with the Workmen Compensation Act or any other Act or Law as may be applicable.

11.4 The Contractor in case of an accident or mishap involving Security Personnel or otherwise shall also be responsible for Civil and Criminal Liability arising there from in any Court of law or otherwise.

12.0 SUB-LETTING/SUB-CONTRACTING

12.1 The Contractor shall not sub-contract the whole or part of the Services under the Contract.

12.2 The Contractor shall not be permitted to transfer rights and obligations under the Contract to any other person, body etc.

13.0 PERIOD OF OPERATION OF THE CONTRACT

- 13.1 The Contract shall be valid for a period of 3 years unless terminated earlier by the Institute in accordance with the powers vested in it.
- 13.2 The Contract may be further renewed on the terms & conditions as may be mutually agreed.

14.0 INSTRUCTIONS TO BE WRITING

The instruction given by the Institute to the Contractor shall be in writing provides that if on account of urgent nature of the works etc., the Institute give such instructions orally, the Contractor shall comply with such instruction. Confirmation in writing of such oral instructions shall follow immediately thereafter as and when may be practical.

15.0 RESPONSIBILITY OF THE CONTRACTOR

- 15.1 The Contractor shall compensate the Institute for any loss to persons or property sustain by it and as may assessed by it on account of theft, burglary or any intrusion into the campus.
- 15.2 The Contractor shall also be responsible for the acts of omission/commission of its personnel while performing the duties/following the procedures etc. under the Contract. Any loss caused to the property/material of the Institute on account of any reason directly attributable to the negligence or failure of Security Personnel shall also be made good by the Contractor. The decision of the Institute about quantum of loss shall be final and binding upon the Contractor.

16.0 INDEMNITY OF THE INSTITUTE

The contractor shall keep the Institute indemnified for any loss/damage/compensation which it is called upon to bear in relation to the person/property of any third party attributable to the actions of the Security Personnel while performing Services under the Contract.

17.0 CIVIL AND CRIMINLA LIABILITY

The Contractor shall be solely responsible for any civil or criminal liability under any law/statute arising out of the acts of omission/commission of the Security personnel while performing the Services/Functions under the Contract.

18.0 THE LIMITED LIABILITY OF INSTITUTE

- 18.1. The Liability of the Institute under the Contract shall be limited to only payment of agreed rates as incorporated in the Schedule of Rates. Any other benefit/ allowance/ compensation etc. becoming payable to any person employed for performance of the services/functions under the Contract shall responsibility of the Contractor.
- 18.2. The Institute shall not be liable to provide any residential accommodation to the Security Personnel. No cooking etc. shall also be allowed upon the Campus of the Institute.
- 18.3. The telephone functioning in the Security Section will be only for limited purpose of enabling due performance of duties under the contract. The facility will not be misutilized either by the Security Personnel themselves or allowed to be used by other persons.

18.4. The Security Personnel shall use other essential services/ facilities at the designated points only.

19.0 VERIFICATION OF THE ANTECEDENTS/DETAILS OF SECURITY PERSONNEL

19.1 The Contractor shall deploy, for performance of the Services under the Contract, only those personnel whose antecedents have been verified by the Police Authorities/District Sainik Board/ Record Officers of the Defence Services etc.

19.2 The Contractor shall submit a list of the Security Personnel to the Institute to be deployed under the Contract.

19.3 The Contractor shall not ordinarily deploy any personnel at the Institute whose details have not been submitted to the Institute.

19.4 Notwithstanding the submission of the details of the Security Personnel as above, the Contractor shall remain liable for the acts of his personnel as provided under this Contract or otherwise.

20.0 SUBMISSION OF DUTY CHART/REPORT

The contractor shall, at the commencement of every month, submit to the Institute the Duty Chart of the Security/Personnel to be followed during the month.

21.0 ROTATION OF THE PERSONNEL

Every attempt shall be made by the Contractor to post of the personnel on duty as per the details earlier submitted in the monthly duty chart as are usually performing the duties under the Contract. No changes shall be allowed therein except in special circumstances with due notice and consent of the Institute.

22.0 LOCKING/UN-LOCKING OF THE CAMPUS

22.1 The Training/Administrative Block and identified places in the Hostel Block and Ancillary Block shall be locked by the Security Personnel after normal working hours in presence of the Institute's authorized representative or without. The premises shall be opened next working day morning in the presence of the Institute's authorized representative or without.

22.2 A Report shall be prepared both at the time of locking the premises in the evening and opening in the morning containing the details of any locks etc. found broken/tempered with or any item appearing to be missing/broken which will be immediately brought to the notice of the Administrative Office of the Institute. Any loss suffered by the Institute on this account shall be dealt with in accordance with the provisions of the Contract.

22.3 The Institute shall provide lock/seals for rooms, stores etc., to the satisfaction of the Contractor and show pilferable items lying in the open to the Contractor. A suitable record of all such items shall be maintained by the Contractor and signed by the representatives of both the Institute and the Contractor.

23.0 VALID LICENCE

It shall be the duty of the contractor to ensure that the Gunman deployed, carry valid licence for use of the firearms. The implications for use of the arms shall rest with the Contractor. Besides, the Contractor shall also ensure that the Gun etc. remain in ready state of use at all the times.

24.0 COST OF STATIONERY ETC.

24.1 The Contractor shall bear the following costs:-

- i) Provision of torches, Batteries, whistles etc. to the Security Personnel;

- ii) Provision of Lathis/Ballams and other implements;
- iii) Provision of the Stationery for writing duty charts, records of visitors and other prescribed records and
- iv) Provision of arms and ammunition to the Gunmen.

24.2 The Contractor shall be under an obligation to keep the torches, arms and other implements in goods working conditions at all times. The Institute shall have a right to periodical examine them for checking their readiness.

25.0 COMPLIANCE WITH LAW/REGULATIONS

25.1 The Contractor shall fully comply with provision of all statues/law pertaining to engagement of personnel and benefits admissible to them under different statues. Besides the Contractor shall also comply at his own cost with the requirements for obtaining licence under the Contract Labour (R&A) Act, 1970 as may be applicable.

25.2 In case of breach of provisions of any statute/regulations, the contractor besides incurring civil/criminal liability for the same shall also render the Contract liable to termination.

26.0 INDEMNITY AGAINST LOSS/COMPENSATION

26.1 The Contractor assumes Liability and hereby agrees and undertakes to keep the Institute indemnified and harmless against any expenses, dues, damages, claim or compensation etc. which may become due to the personnel employed under the Contract either on account of an Accident, injury or operation of any Law, Arbitration Award or otherwise.

26.2 If for any reason whatsoever, the Institute is obliged by virtues of the provisions of any labour law/regulations, to pay compensation to personnel employed by the Contractor under the Contract, the Institute shall be entitled to recover the amount of compensation so paid from the Contractor. The Institute shall be at liberty to recover such sums out of any amount payable under the Contract or otherwise and shall not be bound to contest any claim(s) made against it except on a written request received in this regards accompanied by an assurance/security to its satisfaction for reimbursement of all costs for which the Institute might become liable in consequence of contesting such claim(s).

27.0 REGULATION OF VISITORS

27.1 The Security Personnel/Contractor shall ensure that no unauthorized visitor is permitted into the Campus and the Security Personnel are able to Differentiates legitimate visitors without causing any embarrassment to them.

27.2 The visitors shall be allowed only after entry has been made in the Register kept at the entry point for the purpose alongwith the vehicle (scooter, motor-cycle, car, jeep etc) registration number. Similarly, the time of departure of the Visitor shall also be noted therein.

27.3 The entry and leaving time alongwith the registration number of the vehicle of the employees shall also be recorded in the Register.

27.4 In case of any doubt about the visitor, the Security Personnel should enquire about the same either from the Officials/Section intended to be visited or the Administration Section.

27.5 All the new visitors after making the necessary entry into the Register should be politely asked to approach the Main Reception/Hostel reception as the case may be for facilitating the respective sections.

28.0 OUTGOING MATERIAL

28.1 No Property of the Institute shall be allowed to go outside the Campus for any reason whatsoever except on production of the Gate Pass issued for the purpose by an authorized Official/Employee of the Institute.

- 28.2 For this purpose, a list of specimen signature of all the authorized employees of the Institute shall be kept with the Security Personnel for guidance/verification in case of any doubt.
- 28.3 Similarly, all the material not belonging to the Institute which is sought to be brought into the Campus shall be dully entered with maximum details so that no inconvenience is caused while taking out the same.

29.0 RELEASE OF PAYMENT TO THE CONTRACTOR

- 29.1 The payment for the Services under the Contract shall be released to the Contractor upon submission of the Bill at the end of each month.
- 29.2 The Bill shall be accompanied by details of the Security Personnel shift-wise deployed during the relevant month, pointing out any increase/decrease in the number of Security Personnel.
- 29.3 The payment shall, however, be released after deduction of applicable taxes, such sums as may be agreed/provided for under the Contract, etc.

30.0 WITHHOLDING OF PAYMENTS

- 30.1 The Institute may deduct any sum or withhold the payment of the Contractor in any of the following circumstances:-
- i) Failure of the Contractor to make payments to the personnel engaged for services under this contract;
 - ii) Payment of any amount to the Contractor not due to be paid and
 - iii) Any amounts as may become due to be recovered from the Contractor.

31.0 DETERMINATION OR RECESSION OF THE CONTRACT

- 31.1 The Institute without prejudice to any other remedy available against the Contractor in terms of the provisions of this Contract or otherwise shall have right to determine the Contract after issuing a written notice to the Contractor to this effect in any of the following circumstances:-
- i) If the Contractor commits beach of any terms of the Contract;
 - ii) If the Contractor fails to observe or perform any of the covenants of the Contract and such failure or non-performing has not been remedied or set right within three days of this being brought to his notice.

- 31.2 If the Contractor has made himself liable for action under any of the cases aforesaid, the Institute shall have powers to :-
- i) Determine or rescind the Contract and
 - ii) Engage any other Contractor to carry out the Services during remaining period of the Contract.

- 31.3 In such a circumstance, the Security Deposit of the Contractor(s) shall stand forfeited to the Institute without prejudice to the Institute's right to recover from the Contractor any amount by which the cost of Services through alternate arrangements during the remaining period of the Contract shall exceed the amount that would have been payable to the Contractor for the period.

32.0 ABANDONMENT OF THE WORK

If the Contractor for any reason abandons the Work or becomes incapacitated from acting as such or fails to perform any of the services/jobs mentioned hereinbefore for any reason not directly attributable to the Institute, the Contractor shall be liable besides the forfeiture of

Security Deposit to pay such damages to the Institute as may be assessed by the Institute for carrying out the Services during remaining period of the Contract through alternate arrangements.

33.0 FORCE MAJEURE

33.1 The Standard *Force Majeure* Clause subject to the express provisions of this Clause shall apply and in such an eventuality, the rights and obligations of the respective parties shall subject to the express provisions of this Contract, be determine in a mutually agreed manner.

33.2 “ *Force Majeure*” for the purpose of this Clause shall also include any clause/factor which is beyond the control of the Contractor or the Institute, as the case may be, which they could not foresees or with due diligence could not have foreseen and which substantially affects the due performance of the respective duties under the Contract such as :-

a) Floods and Earthquakes;

b) Acts of the Government, domestic or foreign, including but not limited to war, declared or otherwise, change of priorities, closure of the Office(s), embargoes and the like provided the party concerned within fifteen days of the occurrence of such a cause, notifies the other in writing of the same.

33.3 Either party to the Contract shall not be liable for non-performance of its respective obligations under the Contract from any Force Majeure as indicated above. However, the Contractor shall continue to make endeavors to provide the Services as long as practical.

33.4 In the unlikely event of such a factor persisting even beyond a reasonable period of time, either party shall have the right to terminate the Contract and the right and liabilities of the parties upon such termination shall be determined in a mutually agreed manner.

34.0 GIFTS AND COMMISSIONS ETC.

34.1 Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or other bodies or agent, officer, employees or servant or anyone on their behalf in relation to this Contract, shall in addition to any Criminal/Civil Liability which it may incur, render the Contract liable to be cancelled and make contract liable to payment for any loss or damages to the Institute resulting from such cancellation.

34.2 The Institute shall then be entitled to deduct the amount so payable from any amount otherwise due to the Contractor under the Contract.

35.0 SETTLEMENT OF DISPUTES

35.1 In the events of any disputes or difference whatsoever arising between the parties out of or pertaining to any Clause of this Contract including any question relating to meaning and interpretation of this Contract or any alleged breach thereof, except those the decisions whereof have been specifically provided in the Contact, the same shall be settled as far as possible by mutual discussions and consultations between the parties.

35.2 In the case of failure to resolve the difference/dispute in the above manner, the same shall be referred to the sole arbitration of any person appointed by the Director General, NIESBUD, in terms of the Arbitration & Conciliation Act 1996 or it its Office is abolished or re-designed, to the sole arbitration of any person so nominated by the Authority which is entrusted with is entrusted with discharging the functions of the aforesaid Officials by whatever name called.

35.3 The Award, if any, of the Arbitrator, so appointed, shall be final and binding on all the parties.

35.4 If any question, difference or dispute still remains unresolved, the same shall be subject to the jurisdiction of the Courts in the State of Delhi.

SECTION-III
PERFORMANCE FOR BANK GUARANTEES

A. EARNEST MONEY DEPOSIT

Bank Guarantee No.

Date

To

The National Institute for Entrepreneurship
And Small Business Development,
A-23, Sector-62, (Institutional Area)
NOIDA_201 309 (U.P.)

Dear Sir,

In accordance with the Notice Inviting Tender, M/s _____ having its head Office at _____ (hereinafter called the 'Tender') participating in the tender for _____ in NIESBUD Campus at Sector-62, NOIDA, and you, as a special favour have agreed to accept an irrevocable and unconditional bank guarantee for an amount of Rs. _____ (Rupees _____ only) valid upto _____ on behalf of the Tenderer in lieu of the tender/earnest money deposit required to be made by the Tenderer, as a condition precedent for participation in the said tender.

We, the _____ (Bank) having our Head Office at _____ guarantee and undertake to pay immediately on demand by the National Institute for Entrepreneurship and Small Business Development (hereinafter called the 'owner') an amount of Rs. _____ (Rupees _____ only) without any reservation, protest, demur and recourse and reference to the Tenderer. Any such demand made by the said 'owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

This guarantee shall be irrevocable and shall valid upto and including _____.

1. Our liability under this Bank Guarantee shall not exceed Rs. _____
(Rupees _____ only)
2. This Bank Guarantee shall valid upto _____ and
3. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ i.e. the date of expiry of guarantee.

In witness whereof the Bank, through its authorized officer has set its hand and stamp on this _____ at _____.

For _____

Signature

Name

Designation

Stamp of the Bank

Witnesses

B. IN LIEU OF SECURITY DEPOSIT

Bank Guarantee No.

Date

To

The National Institute for Entrepreneurship
And Small Business Development,
A-23, Sector-62, (Institutional Area)
NOIDA_201 309 (U.P.)

In consideration of the National Institute for Entrepreneurship and Small Business Development (hereinafter referred to as the "Institute", which expression wherever the context so requires, shall include its successors, administrators and assigns) having awarded the work for _____/placed order for supply of _____ on M/s _____ with its registered/head office at _____ (hereinafter referred to as Contractor, which expression wherever the context so requires, shall include its successors, administrators, executors, and assigns) and the same having been acknowledged by the Contractor resulting in a Contract/Order, bearing No. _____ dated _____ valued at Rs. _____ (Rupees _____ only) for _____ at Sector-62, NOIDA, and the Contractor having agreed to provide Security for the satisfactory completion of the prescribed period of the contract equivalent to Rs. (Rupees _____ only) i.e. in the form of unconditional and irrevocable Bank Guarantee.

We _____ (Bank) _____ (complete address) having its head office at _____ (hereinafter referred to as Bank which expression wherever the context so requires, shall include its successors, administrators, executors and assigns) do hereby bind ourselves irrevocably as guarantor and hereby unconditionally guarantee and undertake to pay the Institute on demand any and all money payable by the Contractor to the extent of Rs. _____ (Rupees _____) as aforesaid at any time upto _____ (date) without any demur, protest reservation, recourse, contest and or without any reference to the Contractor.

Any such demand made by the Institute on the bank shall be final, conclusive and binding on the Bank notwithstanding any difference between the Institute and the Contractor or existence of dispute or difference between the Contractor and the Institute or any other authority/authorities. This Bank guarantee shall not be revocable by notice or otherwise and shall be a continuing guarantee, until discharged by the Institute earlier in writing.

The Institute shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time, to extend the time for performance of the Contract or vary the obligations/terms and conditions of the Contract. The Institute shall have the fullest liberty, without affecting this Guarantee, to postpone from time to time the exercise of any power vested in them or of any right which they might have against the said Contractor, and to exercise the same at any time in any manner and either to enforce or to forebear to enforce any covenants, contained or implied in the Contract between the Institute and the Contractor or any other course of remedy or security available to the Institute. The bank shall not be released of its obligations under these presents by any exercise by the Institute of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission, on the part of the Institute or any other indulgences shown by the Institute or by any other matter or things whatsoever which under law would, but for this provision have the effect of reliving the Bank.

The Bank also agrees that the Institute at its option shall be entitled to enforce this guarantee against the bank as a principal debtor in the first instance without proceeding against

the Contractor and notwithstanding any security or other guarantee the Institute; may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein:-

1. Our liabilities under this unconditional Bank Guarantee shall not exceed Rs. _____ (Rupees _____)
2. This bank guarantee shall be valid upto _____ (date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if the Institute serve upon the written claim or demand on or before _____ (date)

Dated this _____ day of _____ at _____

Witness

For _____ Bank
Signature, Name, Designation and
Complete Address with Bank Stamp

Signature

Name and address

PART-II
Section –IV
SCHEDULES OF RATES

1. PROPOSED WAGES/RATE P.M. PER Person

Category of Personnel	Amount	
	In Figure	In Words

a) Security Guard

b) Gunman

2. Complete Charges (P.M.) for the Services in terms of the Tender

(All inclusive, if intends to charge the prescribed Service Tax, the same should be mentioned specifically)
