



राष्ट्रीय औषधीय शिक्षा एवं अनुसंधान संस्थान, गुवाहाटी
NATIONAL INSTITUTE OF PHARMACEUTICAL
EDUCATION AND RESEARCH, GUWAHATI

Sila Katamur (Halugurisuk), P.O.: Changsari, Dist: Kamrup,
Assam, Pin: 781101

TENDER DOCUMENT FOR

ANNUAL CONTRACT OF SECURITY SERVICES AT NATIONAL INSTITUTE OF
PHARMACEUTICAL EDUCATION AND RESEARCH- GUWAHATI.

Tender No: NIPERG/ADMN/TNDR/2021-22/01

Dated: 01-06-2021

DOWNLOADING OF TENDER DOCUMENT

: 01-06-2021 FROM 10:00 AM.

LAST DATE AND TIME OF BID SUBMISSION

: 21-06-2021 at 03.00 PM.

BID OPENING

: 21-06-2021 at 4.00 P M.

TENDER DOCUMENT FEE

: Tender document can be
downloaded from Institute
website free of cost.

**TENDER NOTICE FOR OUTSOURCING OF SECURITY SERVICES AT
NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH-
GUWAHATI.**

Tender No: NIPERG/ADMN/TNDR/2021-22/01

Dated: 01.06.2021

- i) Sealed tenders are invited from eligible tenderers to provide Security services, as given in Scope of Work (**Annexure-A**), for 12 (twelve) months as per terms & conditions of the tender document.

Name of Work	Earnest Money Deposit	Last Date and Time for Receiving Tenders	Date of Tender Opening
Security services to be provided at the National Institute of Pharmaceutical Education and Research	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.	21-06-2021 TILL 03:00 P M.	ON 21-06-2021 at 04:00 P M.

- ii) A set of tender document can be downloaded from the National Institute of Pharmaceutical Education and Research- Guwahati, website **www.niperguwahati.ac.in** and **CPP portal**.
- iii) The Director, NIPER Guwahati reserves the right to accept or reject the tenders in part or full, increase or decrease the requirement of manpower, with draw entire tender or modify the same based on the institutes requirements without assigning any reasons whatsoever.

The Director further reserves the right to split the contract and can have parallel contracts in the interest of the institute.

Registrar i/c

TENDER DOCUMENT
FOR
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Section-I

General Instructions to Tenderers

1. Definitions and Abbreviations:

1.1 The following definitions and abbreviations, which have been used in these documents, shall have the meanings as indicated below:

1.2. Definitions:

- (i) "Institute" means the National Institute of Pharmaceutical Education and Research- Guwahati where the Security services are required as specified in the Contract.
- (ii) "Contract" means the written agreement entered into between the Tender Inviting Authority and the Contractor, together with all the documents mentioned therein and including all attachments, annexure etc.
- (iii) "Contractor" means the successful tenderer selected for execution of contract for Security services.
- (iv) "Day" means calendar day.
- (v) "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (vi) "Services" means the scope of work together with articles, material, consumables, instruments, machinery, equipment etc. which the Contractor is required to deliver at the National Institute of Pharmaceutical Education and Research- Guwahati under the contract.
- (vii) "Tender Inviting Authority" OR "Client" or "Tender Acceptance Authority" or "Contracting Authority" or "Payment Authority" means the Director, National Institute of Pharmaceutical Education and Research- Guwahati.
- (viii) "Nodal Officer" is the designated officer of the National Institute of Pharmaceutical Education and Research- Guwahati nominated by the Tender Inviting Authority who supervises the work performed by the Contractor.
- (ix) "Performance Security" means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (x) "Tender" means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (xi) "Tenderer" means Proprietorship / Partnership / Pvt. Limited / Limited company, Societies/ Trust registered in India intending to participate in the tendering process.
- (xii) "Central Government" means Government of India.
- (xiii) "State Government" means Government of Assam.

1.3 Abbreviations:

- (i) "PSD" means Performance Security Deposit
- (ii) "BG" means Bank Guarantee
- (iii) "GST" means Goods and Services Tax
- (iv) "GCC" means General Conditions of Contract
- (v) "GIT" means General Instructions to Tenderers
- (vi) "NIT" means Notice Inviting Tenders.
- (vii) "NIPER-G" means National Institute of Pharmaceutical Education and Research- Guwahati
- (viii) "TIA" means Tender Inviting Authority

2. Scope of Services: The Scope of Services are given in **Annexure-A**.

3. Eligibility Criteria

- (a) Tenderers should be registered agencies registered under the Indian Registration Act 1908 / Indian Partnership Act 1932/ Companies Act 1956, providing similar kind of services for three years during the latest last five financial years (i.e. providing security services through Ex-servicemen/ Civil Guards) in Large Educational/ Research Institutions, Universities run by Central Government/ State Government Departments, Public or Private Sector Companies/ Undertakings, Autonomous Bodies.
- (b) The bidder must have a valid (as on bid submission date) license for security services of the private security agencies (Regulation) Act, 2005 and as amended/revised by Central/State Government Security Agency Regulation.
- (c) The Tenderer must have achieved minimum turnover of Rs.40 lakh during the last three financial years and should be profit making.
- (d) The Tenderer should be registered for Income tax, Service tax, EPF and ESI etc.
- (e) The Tenderer should be registered under Contract Labour (Regulation and Abolition) Act, 1970 and the registration should be valid at the time of bid submission date.
- (f) The Tenderer should not have been debarred either by the Tender Inviting Authority or by any State Government or by the Government of India.

4. Qualification Criteria

- (a) The Tenderer should have a minimum of three years' experience in doing similar nature of work and should have successfully completed the same. In support of this, tenderer should submit the copy of such work orders along with satisfactory completion certificates issued from at least three clients.
- (b) The Tenderer should meet any one of the three criteria as under:

- i. Should have successfully completed ONE similar work of value equal to Rs.40 Lakh or more from any reputed large Hospital/Educational/ Research Institutions, Universities/hospitals run by Central Government/ State Government Departments, Public or Private Sector Companies/ Undertakings, Autonomous Bodies in the last three years.
 - ii. Should have successfully completed TWO similar works of value equal to Rs.20 Lakh each or more each from any reputed large Hospital/Educational/ Research Institutions, Universities/ hospitals run by Central Government/ State Government Departments, Public or Private Sector Companies/ Undertakings, Autonomous Bodies in the last three years.
 - iii. Should have successfully completed THREE similar work of value equal to Rs.15 Lakh each or more from any reputed large Hospital/Educational/ Research Institutions, Universities/hospitals run by Central Government/ State Government Departments, Public or Private Sector Companies/ Undertakings, Autonomous Bodies in last three years.
- (c) The Tenderer should have sufficient employees on its rolls specifically trained for Security work. Tenderer should also submit details of the health and safety measures which the tenderer has taken for his staffs. The Tenderer should submit proof of ESI and EPF deduction & deposit to relevant authorities during last three financial years.

5. Documents required in support of eligibility and Qualification:

The Tenderer should submit the following documents along with Technical Bid:

- (a) Self-attested copy of Firm's Registration / Incorporation Certificate with relevant authority in India.
- (b) Self-attested copy of valid license for security services of the private security agencies (Regulation) Act, 2005.
- (c) Self-attested copy of valid registration certificate under Contract Labour (Regulation and Abolition) Act, 1970.
- (d) Statement of annual turnover of latest last three years, in support of eligibility criteria mentioned above, from a registered practicing Chartered Accountant.
- (e) Audited Balance Sheet along with Profit & Loss Statement of latest three financial years.
- (f) EMD of required amount as per General Instructions to Tenderers, Clause No. 8.
- (g) Self-attested copy of GST registration certificate, Employee Provident Fund (EPF), ESI and PAN card etc.
- (h) Self-attested copy of valid registration certificate under Contract Labour (Regulation and Abolition) Act, 1970.

- (i) Self-attested copies of Work Orders and Client's Satisfactory Certificates in support of qualification criteria given in General Instructions to Tenderers, Clause No.6.
- (j) Self declaration for not having been blacklisted by any Tender Inviting Authority or by any State Government or by Central Government.

6. Sale of Tender Document:

Tender document can be downloaded from the Institute website free of cost.

7. Tender Validity:

- (a) The Tender submitted shall be valid for a period of 180 days after the due date of submission of Tenders. A Tender valid for a shorter period shall be rejected by the Tender Inviting Authority as nonresponsive.
- (b) In exceptional circumstances, prior to the expiration of the Tender validity, the Tender Inviting Authority may request the Tenderers to extend the Tender validity for further period as deemed fit. The request and the responses thereto shall be made in writing. A Tenderer, agreeing to the request will not be required or permitted to modify its Tender.

8. Bid Security / Earnest Money Deposit (EMD):

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-J** should be submitted along with the Technical Bid.

9. Bid Price:

- (a) All Tenderers should submit all the details of bid prices as per format given in **Annexure-I**.
- (b) The remuneration for security staff (skilled / semi-skilled / un-skilled) shall be equal to the prevailing minimum wage rates as notified by the Government of India at the time of bid submission along with all other DGR allowances as applicable. The wage will be enhanced/reduced as and when the minimum wage changes.

10. Preparation and Submission of Tender:

- (a) Tenders are to be submitted as per two bid system i.e. - Technical Bid and Financial Bid.
- (b) The Tender bid should be typewritten and every correction and interlineations in the bid should be attested with full signature by the tenderer, failing which the bid will be treated as ineligible. Corrections done with correction fluid will not be accepted.
- (c) All documents should be numbered, signed and sealed by the Tenderer on

- each page.
- (d) Technical Bid should contain Tender Form as per **Annexure-E**, Declaration Form as per **Annexure-F**, Manpower Details, Performance Statement, Details of staff available with the Agency.
 - (e) Financial Bid should contain the Price Schedule only duly filled as per format given in **Annexure-I**. No overwriting, corrections, interlineations etc. are permitted in the Financial Bid. If such overwriting, corrections, interlineations etc. are found, bid shall be liable for rejection.
 - (f) The rates should be quoted for the services to be provided as per instructions given in the tender document.
 - (g) Both the bids (**Technical and Financial**) should be separately sealed in envelopes super-scribing as "**Technical Bid**" and "**Financial Bid**", respectively. If it is not so done or wrongly done, that tender shall be liable to rejection. Both the sealed envelopes should be put in a third sealed envelope and should be super scribed as "**Tender for Security Services at NIPER-Guwahati**".
 - (h) Sealed Tenders should be addressed and submitted to "**The Registrar i/c, National Institute of Pharmaceutical Education and Research- Guwahati, Sila Katamur (Halugurisuk), P.O.: Changsari, Dist: Kamrup, Assam, Pin: 781101**".
 - (i) It will be the responsibility of the Tenderer to ensure that the Tender is submitted to the above addressee well within the stipulated time. Tender submitted or received after the closing date and time will not be considered and shall be returned to the Tenderer unopened.

11. Opening of Tenders:

- a) The Tenders shall be opened at the scheduled date, time and venue by the committee constituted by the Tender Inviting Authority. The Tenderers' representative may attend the Tender opening. However such representatives should bring a letter of authority from the tenderer.
- b) During the tender opening as above, the envelopes containing **Technical Bid** shall be opened first. The envelopes containing **Financial Bid** shall be signed by all committee members and kept unopened for considering at a later date.
- c) The date and time of opening of Financial Bid shall be informed to all such Tenderers who qualify in Technical evaluation. The tenderer's representative may choose to attend the opening of financial bid.
- d) In the event, the date of opening as above is declared "bandh" or holiday, the Technical/ Financial Bid, as applicable, shall be opened at the same time on the immediate next working day.

12. Evaluation of Tenders:

- (a) The committee constituted by the Tender Inviting Authority shall evaluate the Technical Bids with reference to technical requirements and various other

commercial criteria given in the Tender Document.

- (b) The Financial Bids of only those Tenderers will be opened and evaluated who are technically qualified as per the Technical Bid submitted.
- (c) The Tenderer quoting the lowest Service Charge in terms of percentage of the total bill (excluding the taxes, EPF and ESI) for the services defined in the Scope of Work shall be considered for award of contract. The bids with Service charges less than or equal to 2% (Statutory deductions of TDS) + Applicable GST are liable for rejection. In other words the tenders with 'NIL' Service charge excluding the statutory deductions will be rejected.
- (d) In case more than one Financial bid quoting the same rates are received, the decision of the Tender Inviting Authority shall be final & binding to all Tenderers.
- (e) The Tender Inviting Authority reserve the right to negotiate the Service Charge with the L1 (Lowest bidder).

13. Performance Security Deposit and Award of Contract:

- (a) On being informed about the acceptance of the Tender and before signing the agreement, the successful Tenderer shall deposit, within 15 days from the date of acceptance of tender, **Performance Security Deposit** for an amount of Rs.1,00,000/- (Rupees One lakh) in the form of unconditional irrevocable Bank Guarantee (as per format given in **Annexure-K**) pledged to Tender Inviting Authority initially valid for 18 months from the date of signing of the agreement which may be extended on the demand of the Tender Inviting Authority.
- (b) The successful Tenderer shall execute an agreement on a non-judicial stamp paper of value of Rs.200/- (stamp duty to be paid by the Tenderer) within 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.
- (c) If the successful Tenderer fails to execute the agreement and/or to deposit the required security deposit within the specified time or withdraw his tender, owing to any other reasons he is unable to undertake the contract, his contract will be cancelled.

14. Effectiveness and Duration of Contract

The contract shall come into effect on the date of signing the agreement by both the parties. The contract shall be valid for a period of 12 (twelve) months from the date of commencement of services. The contract can be extended for a further period of one year on the same terms and conditions on mutual agreement.

15. Commencement of Services

The Tenderer who will be awarded the contract, to be called "Contractor" henceforth, should commence the security services within 7 (seven) days of signing of agreement or by any other date mutually agreed by both the parties.

Section-II
General Conditions of Contract

- 1) **Status of staffs deployed by the Contractor:**
Staffs deployed by the Contractor shall be treated as the employee of the Contractor and shall not have any right to claim for employment or any other benefit from NIPER-Guwahati, in future.
- 2) The Contractor shall give preference in selection of security staff who are already working at the Institute (who are entrusted to the present Contractor) on contract, in case such staff agree to work on the terms & conditions laid down by the new Contractor.
- 3) Under no circumstances, shall the Contractor or any of his/her representative demand or collect any form of security deposit(s) from the security staff deployed at the Institute. Any complaint received in this matter will be thoroughly investigated and will entail termination of the contract.
- 4) The security staff shall be the employees of the Contractor and all statutory liabilities will be paid by the Contractor such as EPF, ESI, Bonus etc as may be required by any of the Workmen's Compensation Act. The security staff deployed by the Contractor should be properly trained, have requisite experience and have the skills for carrying out a wide variety of security work including fire-fighting using appropriate materials, tools and equipments.
- 5) The Contractor should ensure health and safety measures of all the staff, deputed for the works at his end. The contracting authority may also conduct health checkup of the staff deployed at regular intervals at the Contractor's cost, if required.
- 6) The Contractor shall employ about 10% manpower from the category of ex-servicemen not above the age of 55 years. The Contractor shall provide satisfactory proof of ex-servicemen status of the Security Guards before their deployment in the Institute. The Contractor shall not employ any person below the age of 18 yrs. and above the age of 55 years. Employment of child labour will lead to the termination of the contract.
- 7) The Contractor shall ensure to provide civilian female security guards as per requirement of the Institute. They shall be deployed at Girls' Hostel and at any other place as may be decided by the Institute. Need based female guards shall be provided by the Contractor.
- 8) If the Contractor is a Registered Company/partnership of two or more persons, all such persons shall be jointly and severally liable to the Institute for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as authorized signatory with authority to sign. The Company/partnership shall not be altered without the approval of the Institute.
- 9) The Contractor shall engage only such staffs, whose antecedents and health have been thoroughly verified, including character and police verification and other

formalities. The Contractor shall be fully responsible for the conduct of his staff. The Contractor shall submit copies of the police verification report and discharge books of ex-servicemen as applicable, to the Nodal Officer before their deployment.

- 10) The Contractor at all times should indemnify contracting authority against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereof and rules made hereunder from time to time. The Contracting Authority will not own any responsibility in this regard. Payment of prevailing Minimum Wages at any time, as notified by the Government of India along with all other DGR allowances as applicable shall be ensured at all the time.
- 11) The security staff deployed by the Contractor in the Institute shall not claim any benefit, compensation, absorption or regularization of their services in NIPER-Guwahati either under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970. The Contractor shall obtain an undertaking from the deployed persons to the effect that the deployed person is the employee of the Contractor (agency) and shall submit the said undertaking to the Contracting Authority. In the event of any litigation on the status of the deployed persons, the Contracting Authority shall not be a necessary party. However, in any event, either the deployed persons or to the order of the Court, the Institute is made necessary parties in dispute to adjudicate the matter, the Contractor has to reimburse the expenditure that would have been borne by the Contracting Authority.
- 12) The security staff deployed by the Contractor shall not divulge or disclose any details of office, operational process, technical know-how, security arrangement, administrative/ organizational matters to any third person, as all of that are confidential and secret in nature. In the event of being found that the official secrecy has been disclosed and for the purpose of security arrangement and/or for other purpose, it is desirable to remove the said person, the Nodal Officer of the Institute has every right to remove the said person, immediately and responsibility, if any, to be borne will be borne by the Contractor.
- 13) The Contractor shall ensure that the person deployed are disciplined and shall enforce in prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering and shall not engage in gambling, or any immoral act.
- 14) All liabilities arising out of accident or death of any of the security staff while on duty shall be borne by the Contractor.
- 15) Adequate supervision will be provided to ensure correct & effective performance of the security services in accordance with the prevailing assignment and instructions agreed upon between the two parties. The security staff shall ensure that there is no unidentified/ unclaimed/ suspicious objects/ person in the

- buildings/ premises. The vehicles that enter into the premises must be identified, noted in the register and parked at designated places. Trolley mirrors are to be used for the inspection of four wheelers/other vehicles.
- 16) The Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the areas of the Institute's premises.
 - 17) The Contractor shall have his own Establishment/ Setup/ Mechanism to provide training of security guards to ensure correct and satisfactory performance of their duties and responsibilities under the contract.
 - 18) The Contractor, in the event of any loss occasioned to the Institute, as a result of any lapse on the part of the Contractor or his staff as may be established after an enquiry conducted by the Institute, shall have to make good such losses which will be realized from the amount payable to the Contractor. The decision of the Tender Inviting Authority in this regard will be final and binding on the agency.
 - 19) The Contractor shall do and perform all such security services, acts, matters and things connected with the administration, security and conduct of security staff as per the directions enumerated herein and in accordance with such directions, which the Nodal Officer may issue from time to time and which have been mutually agreed upon between the two parties.
 - 20) The Institute shall have the right, within reason, to have any person removed, who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to change the staff with prior intimation to the Tender Inviting Authority/Nodal Officer of the Institute.
 - 21) The Contractor shall be responsible to protect all properties and equipment of the Institute entrusted to it.
 - 22) The staff engaged by the Contractor shall be dressed in neat and clean uniform and are required to display photo identity cards, failing which a penalty will be imposed as per detailed in penalty clause. The penalty on this account shall be deducted from the Contractor's bills.
 - 23) The staff engaged by the Contractor should be of robust physique and project an image of utmost discipline. They have to be extremely courteous with pleasant mannerism in dealing with members of the Institute and visitors. The Institute shall have right to have any person removed in case the security staff is not performing the job satisfactorily. The Contractor shall have to arrange the suitable replacement in all such cases.
 - 24) The eight hours shift will normally be as per **Annexure-D**. But the timings of the shift are changeable and can be re-fixed by the Institute from time to time depending upon its requirements.
 - 25) The security staff deployed by the Contractor shall work under overall supervision & direction of the Nodal Officer of the Institute entrusted to it or under the Tender Inviting Authority as the case may be. The Tender Inviting Authority shall specify the services of guards & cleaners to be obtained in each shift.

- 26) The Contractor will properly maintain muster roll of the person employed/engaged in connection with the work at the premises of the Institute and should use biometric attendance system preferably. The Tender Inviting Authority, Nodal Officer or any other officer authorized by the Tender Inviting Authority shall have the absolute right to inspect the person employed/engaged by the Contractor in respect of their attendance, duty and turn out at any time.
- 27) Payment will be made within a period of 10 working days after submission of the bill being duly verified and all necessary documents in triplicate. Payment of the bill will be based on computerized printouts in standardized proforma approved by Tender Inviting Authority along with the attendance sheet (preferably through Biometric Attendance System) in respect of the persons deployed and duly verified by the concerned in-charge of the Institute for actual shifts manned/operated by the staff supplied by the Contractor.
- 28) No other claim on whatever account shall be entertained by the Institute. The Contractor will ensure that staffs engaged by him must receive their entitled wages on time. In respect of this, the following procedure will be adopted:
- a. The Contractor shall pay entitled wages for a particular month to its employees by 7th day of the following month. The Contractor must ensure that entitled wages of the staff are credited to their bank account. It shall not be linked to the payment/release of the bill from TIA or delay for the checking & verification or for including additional documents or for amendments to the bill, at their end. The Contractor will not be given any relaxation in this matter.
 - b. Payment to such staffs must be made by the Contractors through e-transfer only. To ensure this, the Contractor will get a bank account opened for every engaged staff immediately after their engagement and a copy of the list of the persona engaged by the Contractor with the details of their bank account must be submitted to the Institute / Nodal Officer.
 - c. In order to ensure that such staffs get their entitled wages by 7th of the following month, the following schedule will be adhered to:
 - i) Monthly bill cycle will be from the 1st day to the last day of the previous month.
 - ii) Monthly bill as per above cycle, will be submitted by the Contractor in the first week of the following month.
 - d. While submitting the bill for a month, the Contractor must submit a certificate certifying the following:
 - i) That Wages of staffs for the last month were credited to their bank accounts on (date). (Bank Statement to be enclosed)
 - ii) That ESI contribution relating to staffs amounting to Rs. _____ was deposited on ____ (date) (Copy of the challan of the previous month to be enclosed).

- iii) That EPF contribution relating to staffs amounting to Rs. _____ was deposited on _____ (date) (Copy of the challan of the previous month to be enclosed).
 - iv) That ESI/EPF deposited relating to each staffs shall be highlighted in the ECR sheet for the particular period.
 - v) That all the statutory Labour Laws including Minimum Wage Act are complied with.
- e. For mid-term inclusion/replacement of security staff, the Contractor shall ensure ESI/EPF registration of the employee within 20 days of joining and shall credit applicable arrears to the new employees' account. Documents supporting registration & transfer of applicable amount for every replacement shall be submitted within 30 days from the date of joining.
- f. The payment authority of the Institute reserves the right to ask for a certificate from Nodal Officer of the Institute certifying that the Contractor has provided satisfactory services in that particular facility for which the Contractor has submitted bill(s) for payment. If the Nodal Officer fails to issue such certificates in time, it would be presumed that services being provided by the Contractor are not satisfactory.
- 29) Any damage or loss caused by the Contractor's staff to the Institute in whatever form would be recovered from the Contractor.
- 30) The Tender Inviting Authority or its representative or the designated Nodal Officer will brief the Contractor about the security perception and its sensitivity to the staff to be deployed by the Contractor under the contract 2 to 3 days prior to the commencement of the contract and this period will not be counted as shift manned by the Contractor's staff for the purpose of payment under the contract.
- 31) **Penalty:**
- a. In case any of the Contractor's staff deployed under the contract is (are) absent, a penalty equal to double the wages of the staff absent on that particular day for each such staff shall be levied by the Institute authority and the same shall be deducted from the Contractor's bills.
 - b. In case any of the Contractor's staff deployed under the contract fails to report in time and the Contractor is unable to provide suitable substitute in time for the same it will be treated as absence and a penalty of Rs.200/- per vacant point per shift be deducted from the Contractor's bill. This kind of situations should be avoided as the services are related with safety and security.
 - c. In case any public complaint is received attributable to misconduct/misbehavior of the Contractor's staff & is assessed as true by Institute's administration, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from the Contractor's bill and such Contractor's staff shall be liable to be removed from the Institute immediately.
 - d. In case the Contractor fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory

requirements of the contract, Tender Inviting Authority or the designated Nodal Officer of the Institute reserves the right to impose the penalty as detailed below:-

- i. A letter of warning to commence/execute the work as stipulated in the agreement or improve the performance or meet the statutory requirements of the contract etc. as applicable within a period of four weeks, be issued to the Contractor.
 - ii. After four weeks' delay the Tender Inviting Authority reserves the right to cancel the whole contract or part thereof and withhold the agreement and get this job carried out from other Contractor(s) in open market. The difference if any will be recovered from the Contractor and his Performance Security Deposit may also be forfeited.
- e. Irregularities by security staff and/or shortages in equipment or tools as detailed in **Annexure-B**, if detected during the currency of the contract, penalty shall be imposed as detailed in the same **Annexure-B**.
- 32) In the event of any breach/violation or contravention of any terms and conditions contained herein by the Contractor, the Performance Security Deposit of the Contractor shall stand forfeited.
 - 33) Any liability arising out of any litigation (including those in consumer courts) due to any act of the Contractor's staff shall be directly borne by the Contractor including all expenses/fines. The concerned Contractor's staff shall attend the court as and when required.
 - 34) During the course of contract, if any Contractor's staff is found to be indulging in any corrupt practices or causing any loss of property in the Institute, the Tender Inviting Authority shall be entitled to terminate the contract forthwith duly forfeiting the Contractor's Performance Security Deposit.
 - 35) The Contractor shall not under any circumstances sub-contract or transfer whole or any part of the contract to any other person or firm.
 - 36) The Contractor shall indemnify and hold the Tender Inviting Authority/ designated Nodal Officer harmless from and against all claims, damages, losses and expenses arising out of or resulting from the works/services under the contract provided by the Contractor.
 - 37) The Tenderers shall get the security staff screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each staff deployed. TIA/Nodal Officer will be at liberty to get anybody re-examine in case of any doubt. Only physically fit staff shall be deployed for duty.
 - 38) Security staff engaged by the Contractor shall not take part in any staff union and association activities.
 - 39) The Contractor shall bear all the expenses incurred on the items as per requirement as at **Annexure-B** and the stationary for writing duty charts and registers at security check points and records keeping as per requirements.

- 40) The Institute shall not be under any obligation for providing employment to any of the staff of the Contractor after the expiry of the contract. The Institute does not recognize any employee-employer relationship with any of the staffs of the Contractor.
- 41) If as a result of post payment audit any overpayment is detected in respect of any work done by the Contractor, it shall be recovered by the Tender Inviting Authority from the Contractor and the Contractor shall have to comply with the decision of the Tender Inviting Authority.
- 42) If any underpayment is discovered, the amount shall be duly paid to the Contractor by the Tender Inviting Authority.
- 43) The Contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Tender Inviting Authority.
- 44) The Contractor shall enclose the proof / copies of the challans showing payment of statutory dues for the previous month along with monthly bills.
- 45) The contract shall initially be valid for a period of One Year and can be extended further by one year each up to a total period of 3 years based on their performances on the same terms and conditions of the contract and at the same rates. The rates quoted by the Contractor shall remain unchanged during the period of contract.
- 46) Contracting authority however, reserves the right to terminate the contract by serving at least one months' notice, in writing if the Institute's administration is not satisfied with the services of the Contractor. The Contractor may terminate the contract by serving at least three months' notice to the Contracting Authority in writing giving reasons thereof.
- 47) In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by Contracting Authority besides cancellation of the contract.
- 48) **Scope of work and services:**
- a) Details of the Scope of Work are enclosed at **Annexure-A**.
 - b) Details of Equipment/Tools to be used is given in **Annexure-B**.
 - c) Details of requirement of Manpower is given at **Annexure-C**.
 - d) The numbers given in **Annexure-C** are the minimum. The Contractor shall provide resources to meet the contractual obligations. All such resources mentioned at **Annexure-C** and other items required as & when, shall be provided by the Contractor. No extra payment shall be made for providing resources to the Institute entrusted to the security staff.
 - e) Details of Shift is given at **Annexure-D**.
- 49) **Variations:**
- The Institute's administration may order variations in the scope or quantum of work through a written variation order. The payment for the variation shall be worked on the basis of the Agreement to be signed.

50) **Materials:**

Any deviation in the Security tools quality and quantity quoted will invoke penalty as per **Annexure-B**. In case the Contractor has not provided sufficient no. of equipment and tools, the Institute may procure it and deduct the cost from the bills of the Contractor.

51) **Risk Clause:**

- a. The Contractor shall at all times have standby arrangements for carrying out the work under the contract in case of any failure of the existing arrangement. Contracting Authority reserves the right for termination of the contract at any time by giving at least one month written notice, if the services are found unsatisfactory. NIPER-Guwahati also has the right to award the contract to any other selected tenderer at the risk & cost and responsibilities of the existing Contractor and excess expenditure incurred on account of this will be recovered from the Contractors Security Deposit or pending bill or by raising a separate claim.
- b. All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the Nodal Officer of the Institute. The Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse of any of the areas of responsibility given to them by the Institute and shall not knowingly lend to any person or company any of the effects or assets of the Institute under its control.
- c. In the event of loss/damage of equipment etc. at the premises of the Institute due to negligence/carelessness of the Contractor's staff, if established after a joint enquiry, then the Contractor shall compensate the loss to Institute. The Contractor or his representative(s) shall meet the designated respective Nodal Officer/Tender Inviting Authority or his/her representative(s) regularly to take feedback regarding the Security Services.
- d. The Contractor shall, in performing its part of the Agreement, ensure the safety of the building and the persons working in or visiting the Institute premises and shall indemnify by any act of the Contractor or his staff etc.
- f. Training on behavior aspects and ethics must be done regularly. NIPER-Guwahati's expectations should be communicated to all the Contractor's staff. Training report of the same must be submitted once in a month.
- g. Additional License(s), if any, required for security services at NIPER-GUWAHATI shall be made available by the Contractor.

52) **FORCE MAJEURE:**

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge its obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract

in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligation under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to (if any) or thirty days, whichever is more, either party may at its option terminate the contract.

53) **OBLIGATION OF THE CONTRACTOR:**

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 acknowledgments evidencing filing of returns every year and shall keep the Tender Inviting Authority/Contracting Authority/ designated Nodal Officer fully indemnified against liability of tax, interest, penalty etc. of the Contractor in respect thereof, which may arise. The Contractor shall also comply with all applicable statutory liabilities such as labour laws etc.

54) **Dispute Settlement:**

- a) All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either party to the agreement to the other and to the Contracting Authority i.e. Director, NIPER-Guwahati, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.
- b) The Director, NIPER-Guwahati will appoint a person to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties. The Contractor shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person has to deal or had dealt with the matter to which the contract relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.
- c) In the event of the Arbitrator to whom the matter is referred to, is unable or unwilling to act or vacates his office for any reasons whatsoever, the Director, shall nominate/appoint another person, as aforesaid, to act as the Sole Arbitrator.
- d) Such person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the

- Appointing Authority, that is the Director of the Institute or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to the Contractor to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.
- e) The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.
 - f) The work under the Contract shall, however, continue during the arbitration proceedings.
 - g) The Sole Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
 - h) The fees of the Sole Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The Award of the Sole Arbitrator shall be final and binding on both the parties.
 - i) Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, shall apply to the arbitration proceedings under this Clause.
 - j) The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at Guwahati for all purposes. The Arbitration shall be held at NIPER-GUWAHATI and conducted in English/ Hindi language.

SCOPE OF WORK

1. The Contractor shall be required to provide round-the-clock security services at the National Institute of Pharmaceutical Education and Research- Guwahati as mentioned in this tender document.
2. The Contractor will be responsible for overall security arrangements of the Institute's premises entrusted/covered in the contract. It shall ensure protection of property and residents against theft, pilferage, fire etc., perform watch and guard functions including night patrol, prevent the entry of anti-social elements, unauthorized persons inside the Institute campus and other responsibilities as the Institute may request from time to time.
3. The Contractor's security staff will be required to handle the keys of various offices as per the allotment of their duties by the Contractor or the Institute authority.
4. The Contractor's security staff will be required to display mature behavior, especially towards students, employees of the Institute, female visitors and elderly persons. They shall also assist/guide registered visitors in reaching their desired department/ locations as per established policy of the Institute.
5. No items are allowed to be taken out without proper Gate Passes to be issued by the competent officers as laid down in the contract or authorized by the Nodal Officer for entry & exit movement of materials. The security staff shall be required to maintain specimen signatures and telephone numbers of the above stated officers.
6. Deployment of security staff will be as per the instructions of the authorities of the Institute from time to time and the Contractor will be responsible for their optimum utilization.
7. Entry of the street dogs and stray cattle into the premises of the Institute is to be prevented by the security staff. They should be driven out immediately if found in the campus.
8. The security staff on patrol/duty should ensure that all water taps, valves, street lamps and switches are switched/turned off when not in use.
9. The security staff shall ensure that the flower plants, trees and grassy lawns are not damaged either by the employees of the Institute, visitors or by stray cattle.
10. The security staff shall control and regulate entry and exit of vehicular movement and visitors entering the Institute as per established norms of the Institute.
11. The security staff must be trained to extinguish fire with the help of fire extinguishing cylinders and other fire-fighting means available on the spot. They shall also help the fire-fighting staff in extinguishing fire or in any other natural calamities.
12. In emergency situations, security staff deployed shall also participate as per their role defined in the disaster plan, if any, of the Institute. Security staff should be sensitized for their role in such situations.

13. In case of any incident involving theft, robbery, inside the campus, the security staff will be held responsible. The Contractor shall coordinate with Designated Nodal Officer in lodging of FIR, legal proceeding etc. in the event of any untoward incidents.
14. No security staff on duty shall leave the work post or premises until his reliever reports for duty.
15. Any other duties/responsibilities assigned by the Institute during the contract period shall be incorporated in the agreement. The same shall also be binding on the Contractor.
16. Parade ceremony shall be performed on the occasions of National Festivals (26th January & 15th August) by the security staff, and on the visit of any Government Dignitaries like Governor, Ministers, etc. Salute Ceremony (Guard of Honor) shall be organized by the Contractor, when required.

RESOURCE REQUIREMENT**DETAILS OF EQUIPMENT/TOOLS ETC. TO BE PROVIDED BY THE CONTRACTOR
AND THE PENALTY IN CASE OF NON-AVAILABILITY**

Sl. Nos.	Descriptions	Minimum Number Required	Penalty in case of Non availability
i	Walkie Talkie	02 (Two)	Rs.500 per week
ii	Trolley mirrors	01 (one)	Rs.500 per week
iii	Search Light (with range of 100 meters for night surveillance)	02 (two)	Rs.500 per week
iv	Hand held torch	For all security staff during night	Rs.100 per day per staff
v	Rain Coat and/or Umbrella	For all security staff during rain	Rs.100 per day per staff
vi	Battens or Rulers	For all security staff	Rs.100 per day per staff
vii	Whistles	For all security staff	Rs.100 per day per staff
viii	Shirt & Trousers, Cap, Shoes, Belt, Name Tag,	For all security staff	Rs.100 per day per staff
ix	Woolen Jacket/Sweater (For Winter season)	For all security staff	Rs.100 per day per staff
x	Recurrence of any of the above irregularities	For all staff	Double the penalty amount of the concerned irregularity

The number of items given above is to be maintained at site from the day one of the contract period and hence necessary arrangement to procure the above items is the responsibility of the Contractor. Any shortage in the above if observed shall invite penalty as listed above.

Note: No extra payment shall be paid to the Contractor towards providing the above. In case the Contractor fails to provide any of the items within 15 days from the start of the contract period, the Tender Inviting Authority has the right to purchase the non-available items from the market and expenses incurred in procuring the items shall be deducted from the Contractor's bill in addition to the imposition of applicable penalties.

MAN POWER REQUIREMENT**Manpower requirements, Duty location, Shift, Wage & Minimum Qualification and other requirements of the Manpower Resources****1. Manpower requirements, Duty location, Shift, Duties & Wage:**

Sl. Nos	Designation	Duty Location	Shift	No of staff Per day	Wage
1	Security Supervisor (SS)	Whole Institute premises	Overall in-charge	1	1.33 times the wage of a Security Guard
2	Security Guards (SG)	Main Entrance (security booth) Main Campus	One in shift 1 & 2 and Two in shift 3 (round the clock)	4	Un-skilled
		Administrative Block	Two in shift 1 & 2 and One in shift 3	5	Un-skilled
		Lab Block	Two in shift 1 & 2 and One in Shift 3	5	Un-skilled
		Campus Patrolling	Two in shift 3	2	Un-skilled
		Boys Hostel	One in shift 1, 2 & Two in shift 3	4	Un-skilled
		Girls Hostel (Only Lady Security)	One in shift 1, 2 & Two in shift 3	4	Un-skilled
Total				SS=1 SG=24	

The above manpower is tentative and may change. The number of Security Supervisors and Security Guards may be increased or decreased as per requirement of the Institute.

2. Minimum Qualification & other requirements of Manpower Resources:

a) Qualification and experiences:

Sl. No	Manpower description	Qualification & Experience
i	Security Supervisor	Graduate having a minimum of 5 years' experience as Security Guards OR Ex-servicemen age not above 55 years.
ii	Security Guards	High School graduate having a minimum of 2 years' experience OR Ex-servicemen aged not above 55 years

b) Police Verification:

All security staff posted by the Contractor shall be verified by their police records and other information prior to posting at the Institute. A police verification certificate of the security staff issued by the concerned police stations shall also be submitted along with the following documents before a security staff is deployed at the Institute.

- i. Staff Information Sheet duly filled and signed
- ii. Recent passport photo (colour)
- iii. Copy of Aadhaar Card or Electoral Card
- iv. Matriculation Certificate
- v. Bank Account Details with their Account Nos. and IFSC code of the Bank along with photo copy of Bank Pass Book (first page)
- vi. Experience Certificate, where necessary

c) Right of the Institute:

The Contractor shall forward the above details of security staff desired to be deployed at the Institute. The Institute reserves the right to decline posting/deployment of any staff for which the Contractor shall promptly provide a replacement candidate at the earliest to avoid penalty.

d) Medical Certificate:

The Contractor shall submit a medical certificate & fitness from the State Government or Central Government Hospital in respect of all the security staff proposed to be deployed in the Institute.

Duty SHIFTS

The time of duty is specified in terms of shifts as below:

Shift: 1	:	06:00 hrs to 14:00 hrs.
Shift: 2	:	14:00 hrs to 22:00 hrs.
Shift: 3	:	22:00 hrs to 06:00 hrs.
General Shift	:	09:00 hrs to 05:00 hrs

The Institute authority reserves the right to change the timings of the shifts.

TECHNICAL TENDER FORM

(To be printed on the letterhead of the Tenderer)

Date_____

Ref. Your Tender Document No. _____ dated _____

To,

The Registrar i/c,

National Institute of Pharmaceutical Education and Research- Guwahati

Sila Katamur (Halugurisuk), P.O.: Changsari, Dist: Kamrup, Assam, Pin: 781101.

1. We, the undersigned have examined the above mentioned Tender document. We now offer to deploy Security staff to perform duties as mentioned in Scope of Work at **Annexure-A** and at the rates as mentioned in our financial bid.
2. If our tender is accepted, we undertake to perform the services in accordance with the terms and conditions in the Tender document.
3. We further confirm that, if our tender is accepted, we shall provide you with a Performance Security Deposit of required amount in an acceptable form in terms of the Tender Document for due performance of the contract.
4. We agree to keep our tender valid for acceptance as required in the Tender Document, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
5. We further understand that you are not bound to accept the lowest or any tender you may receive against your above referred tender enquiry.
6. We confirm that we do not stand deregistered/banned/blacklisted by any Government Authorities.
7. We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Document, including amendment/ corrigendum if any.

**Signature of the Tenderer or his Authorized Person
(Name, designation and seal)**

Date:

Place:

N.B: The above tender form, duly signed and sealed by the Tenderer or the authorized signatory of the company, should be enclosed with Technical Bid.

Annexure-F

Declaration

(To be printed on the letterhead of the Tenderer)

- 1. I, son/daughter of Shri....., proprietor/partner/director/authorized signatory of M/s, am competent to sign this declaration and execute this tender document.
- 2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
- 3. The information / documents furnished along with the above applicable are true and authentic to the best of my knowledge and belief. I/we, am/ are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage liabilities towards prosecution under appropriate law.

Signature of the Tenderer or his Authorized Person

(Name, designation and seal)

Date:

Place:

N.B: The above declaration, duly signed and sealed by the Tenderer or the authorized signatory of the company, should be enclosed with Technical Bid.

Details of staff available with the Tenderer

Security Supervisor (Ex-Army):

Security Supervisor (Non Ex-Army):

Security Guards (Ex-Army):

Security Guards (Non Ex-Army):

Security guards (Women)

Signature of the Tenderer or his Authorized Person

(Name, designation and seal)

Date:

Place:

N.B: The above details, duly signed and sealed by the Tenderer or the authorized signatory of the company, should be enclosed with Technical Bid.

PERFORMA FOR ELIGIBILITY AND QUALIFICATION CRITERIA OF THE TENDERER**a) Proforma for the performance statement of tenderer (of the last three years):**

Sl. No.	Name and address of client; Name, designation and contact no./e-mail id. of the officer concerned	Contract details including total manpower deployed	Value of Contract (in Rs)	Duration of the contract (From to To)	Client satisfactory certificate enclosed (Yes/No)
	Additional information, if any				

b) Documents required:

Sl. No	Name of the document	Whether copy enclosed (Write Yes or No)
a.	Self-attested copy of Firm's Registration / Incorporation Certificate with relevant authority in India.	
b.	Self-attested copy of valid license for security services of the private security agencies (Regulation) Act, 2005.	
c.	Self-attested copy of valid registration certificate under Contract Labour (Regulation and Abolition) Act, 1970.	
d.	Statement of average annual turnover of the last three years, in support of eligibility criteria mentioned above, from a registered practicing Chartered Accountant.	
e.	Audited Balance Sheet along with Profit & Loss Statement of the last three financial years.	
f.	EMD of required amount as per GIT Clause 8.	
g.	Sales Tax and Income Tax clearance certificate of the last financial year.	
h.	Self-attested copy of Service tax registration certificate, Employee Provident Fund (EPF) and PAN card etc.	
i.	Self-attested copy of Registration certificate under Contract Labour (R & A) Act 1970.	

j.	Self-attested copies of Work Orders and Client's Satisfactory Certificates in support of qualification criteria given in GIT Clause No.6.	
k.	Declaration for not having been blacklisted by any Tender Inviting Authority or by any State Government or by Central Government.	

Signature of the Tenderer or his Authorized Person

(Name, designation and seal)

Date:

Place:

N.B: The above details, duly signed and sealed by the Tenderer or the authorized signatory of the company, should be enclosed with Technical Bid.

FINANCIAL BID FOR SECURITY SERVICES

(To be printed on letterhead of Tenderer and to be submitted in a separate envelope duly sealed super scribing the envelope "Financial Bid")

FINANCIAL BID FOR SECURITY SERVICES:

A. Manpower Charges and other Statutory payments								
Description of manpower and accessories required for Security		Wage per month per staff					No. of staff (may change)	Other statutory payments
		Basic wage	EPF	ESI	Bonus	Admin Charges		
i	Security Supervisor in Uniform with I-Cards and name plates for providing round the clock Security Services at NIPER-GUWAHATI.	Minimum wage as per GoI	As per Rule	As per rule	As per rule	As per rule	1	As per rule
ii	Security Guards in Uniform with I-Cards, Shoes, Belts, Cap and name plates etc. for providing round the clock Security Services at NIPER-GUWAHATI.	along with other DGR allowance					24	
We agree to pay the Wage per month per staff and other statutory payments as detailed above.								
It is understood that the claims for re-imburement against the payments made by the Contractor to the Security Supervisor, Security Guards deployed at NIPER-Guwahati against the Manpower charges as wage etc and other statutory payments as detailed above shall be reimbursed by the Institute provided the payment is made as per laid down rules and regulations.								
B. Service Charges: (Please quote distinctly)								

<p>Service charge which should include all expenditure on providing resources/ managerial / supervisory / administrative services by all means to get the work done through the deployed Security Staff as percentage on the total amount of Wage per month excluding the amount of EPF, ESI, Bonus and Admn. charges.</p> <p>(Unrealistic/vague quotation may amount to disqualification)</p>	<p>.....% on the total amount of Wage per month excluding the amount of EPF, ESI, Bonus and Admn. charges.</p>
<p>In words: percent on the total amount of Wage per month excluding the amount of EPF, ESI, Bonus and Admn. charges.</p>	

It is understood that no overwriting, corrections, interlineations etc. are permitted in the Financial Bid. If found, bid is liable to be rejected. Percentage of Service Charge must be written in figures as well as in words, failing which the Financial Bid is liable to be rejected. In both the cases, if rejected, we shall not challenge the decision at any forum.

Date:

Place:

Signature of the Tenderer or his Authorized Person

Full Name:.....

Company's seal

Designation:

Note:

- (A) The agency will have to provide two sets of uniform per year including I Cards, Shoes , Cap, Belts to all the staffs & gum boots, rain coat (as detailed at **Annexure-B**) of good quality and shall be approved by the Tender Inviting Authority. The dress includes full trousers & shirt with full sleeves.
- (B) Deduction of GST/TDS shall be as per governing rules of the Central Government.
- (C) The Contractor has to ensure payment to its staff at the prevailing minimum wages rates in force as per Govt. of India along with all other DGR allowances as applicable. The wage will be enhanced/reduced as and when the minimum wage changes. The Contractor will have to make payment through e-transfer after opening of individual bank account for the staffs deployed (if any of the staffs has not opened a bank account) and also forward the copy of the monthly bank statements of the concerned staffs to Tender Inviting Authority/Nodal Officer. Further, the copy of ESI cards, EPF No. issued to the staffs should also be submitted to the Tender Inviting Authority/Nodal Officer.
- (D) The Contractor has to make the payment for a month to its staff latest by 7th of the next month. This will be independent of the payment of the bills by the Institute.

I/we also declare that, I/we will abide by all the rules and regulation of the tender document and applicable Central Government / State Government rules, if awarded the Tender. I/we are also aware that the Tender Inviting Authority reserves the right to cancel our Tender in part or full without assigning any reason, what so ever, and for the same, I/we will have no right to challenge the same in any court of law.

Date:

Place:

Signature of the Tenderer or his Authorized Person

Full Name:.....

Designation:

Company's seal

Annexure-I

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

Proforma of Performance Security Deposit

In consideration of the Director, NIPER-Guwahati (hereinafter called the “Client”) having offered to accept the terms and conditions of the proposed agreement (hereinafter called the “said Agreement”) between NIPER-Guwahati and M/s..... (hereinafter called the “said Contractor”) for the work of Security Services having agreed to production of an irrevocable bank guarantee for Rs._____ (Rupees _____ only) as a security / guarantee from the Contractor for compliance of its obligations in accordance with the terms and conditions in the said agreement.

We _____ (hereafter referred to as the “Bank”) hereby undertake the following:

1. We undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment thereunder, and the Contractor(s) shall have no claim against us for making such payment.
2. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Client under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Client certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said Contractor(s), and accordingly discharges this guarantee
3. We further agree with the Client that the Client shall have the fullest liberty without our consent , and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Client or any indulgence by the Client to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
4. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

5. We lastly undertake not to revoke this Guarantee except with the prior consent of the Client in writing.
6. This guarantee shall be valid up to unless extended on demand by the Client Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs._____ (Rupees _____ only) and unless a claim in writing is lodged with us under this Guarantee shall stand discharged.

Dated the ____ day of ____ for _____