

F.No.20/22/2015-NIAW
Government of India
National Institute of Animal Welfare
Ministry of Environment, Forest & Climate Change

42 K.M Stone, Delhi-Agra Highway,
(NH-2), Ballabhgarh, Faridabad
Tel: 0129-2215038
E-mail: niaw.moef@gmail.com
Dated the 10 July, 2017

Subject: Tender notice for providing round the clock security services in the premises of National Institute of Animal Welfare (NIAW), Ballabhgarh, Faridabad, Haryana – reg.

National Institute of Animal Welfare (NIAW) is a Central Government Organization under the Ministry of Environment, Forest & Climate Change, Government of India having its campus at 42 KM Stone, Delhi-Agra Highway (NH-2), Ballabhgarh, Faridabad (Haryana). Sealed tenders are invited from reputed, experienced and financially sound Manpower Companies/ Firms/ Agencies/ Contractors, who have not been blacklisted by any Government Deptt./ Agency for providing Security Services as mentioned below :-

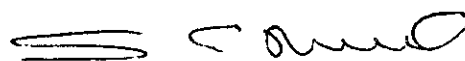
Shift	Time (in hrs)	Details of Security Personnel				Location/ Duty Points
		Supervisor	Gunmen	Guard	Lady Guard	
First Shift	07:00 – 15:00	1	0	3	1*	-to be assigned-
Second Shift	15:00 – 23:00	1	0	3	1*	
Third Shift	23:00 – 07:00	1	1	3	1*	
Total		3	1	9	3*	
Total No. of Manpower required		16 (Sixteen)				

*Service of lady guard in third shift is only needed when training programme is running in the campus and /or lady participants are there.

Note: The timings of the shift are changeable and shall be fixed by the Institute from time to time depending upon the requirements. **Prolong duty hours (more than 10 hrs. at a stretch) shall not be allowed.** No payment shall be made by the Institute for **double duty**, if any.

The contractor will have to enter into an agreement to providing Security Service on the following terms and conditions:-

- The sealed tenders are invited under two Bids Systems i.e. Technical Bid and Financial Bid. Last date for submission / receipt of tender(s) is **25.07.2017 by 03:00 PM**. The Technical Bids (Part-I) will be opened by Tender Committee in the presence of those bidders or their authorized representatives, who wish to be present on **25.07.2017 at 03.30 PM** in Indira Paryavaran Bhawan, 5th Floor, Vayu Wing, Jor Bagh, New Delhi. After thorough scrutiny of the details in Part-I, the Financial Bids i.e. Part-II of those firms who are qualified will be opened in the presence of those bidders who may choose to attend after due intimation to those who are qualified and the tenders will be finalized thereafter.
- Incomplete bids and bids received after due date and time will be liable for rejection.
- The bidder should enclose Demand Draft for Rs.20, 000/- (Rupees Twenty Thousand Only) drawn on any Nationalized Bank in favour of "Pay & Accounts Officer, MoEF" payable at New Delhi as **Earnest**



Money (EMD) along with the Technical Bid (Part-I), which would be refunded to unsuccessful contractor. Bid not accompanied by earnest money shall be summarily rejected. The EMD will not carry any interest whatsoever. EMD furnished for previous bids/ tenders will not be adjusted against the present bid.

4. The successful bidder shall deposit, within seven working days of signing the mutual agreement for providing the security service, the performance guarantee/ security deposit equal to 10% of the annual value of the contract arrived on the basis of quoted price in the form of pay order/ demand draft or bank guarantee of a nationalized bank, so collected will not carry any interest. The amount of rupees twenty thousand only already deposited as EMD along with the tender will not be adjusted in the performance guarantee.
5. The bids should be submitted in sealed cover and the cover should be marked "**Tender for providing round the clock security services at NIAW, Ballabgarh**". The bids should be submitted to the **Director (NIAW), Animal Welfare Division, Indira Paryavaran Bhawan, 5th Floor, Vayu Wing, Jor Bagh, New Delhi** before the date and time fixed in the bid documents. The tender documents should be dropped in the tender box placed at MoEF&CC, New Delhi before the fixed time. No bid shall be accepted after the date and time fixed in the bid document.
6. The Director (National Institute of Animal Welfare), HoD reserves the right to call any one or all the bidders for negotiations or reject or accept any bid irrespective of whether it is the lowest or not, or cancel any or all bids without assigning any reasons. The decision of the Director shall be final and binding on all the bidders concerned.
7. NIAW reserves the right to forfeit the EMD of empanelled bidders on account of (i) premature withdrawal from the bid (ii) non-payment of security deposit. The decision of the Director shall be final in this regard.
8. The firm should be licensed Contractor(s)/ Firm(s) registered under the provisions of Contract Labour Act, 1970, should have a minimum experience of five years in executing the security services institutes/ organizations under Central Government/ PSU/ Corporate Bodies and the bidder must be registered under EPFO and ESIC & having a valid license issued under the Private Security Agencies (Regulation) Rules, 2009.
9. The bidders shall have the following registration and details of the same be provided in the technical bid.
 - (i) Service Tax Registration number,
 - (ii) Registration number,
 - (iii) Provident Fund Registration number,
 - (iv) ES1 Registration number,
 - (v) License No. under Contract Labour (R&A) Act, 1970, of the employer for whom the Security Agency is currently undertaking the work,
 - (vi) Proof of experiences in the work of providing security services of last three financial years with testimonials certificates from the clients,
 - (vii) Annual returns of previous three years supported by audited balance sheet,
 - (viii) Partnership deed/ copy of Memorandum and articles of association, as the case may be.

The bid is liable to be rejected in the absence of those documents.

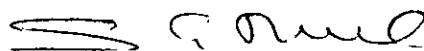
10. The initial period of contract will be one year on contract / outsourcing basis, which can further extended for another one year period, subject to the performance and mutual agreement.



11. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between the amount quoted in words and figures, amount quoted in words shall prevail.
12. The Contractor will submit monthly pre-receipted bills in duplicate to the **office of NIAW upto 5th of every month with the proof of deposit of ESI, PF and Service Tax, Copy of attendance sheet and wages payment sheet etc.** NIAW will be made the payment up to 25th of every month for the period pertaining to previous month after deducting the statutory taxes if any levied by the Government from time to time. However, it is possible that some time for want of funds, if the bill is not be passed in time no interest/ compensation shall be allowed. Without EPF, ESI and Service Tax payment certificate no payment will be released.
13. In the event of any question, dispute or difference arising under these conditions or any conditions contained in the Work Order or in connection with this contract, the same shall be referred to the sole arbitration of the Director or some other persons appointed by him. The award of the arbitrator shall be final and binding on the parties to this contract.
14. The person or institution who intends to offer the bid thereafter referred to as "Agency" or "Contractor" for entering into contract to protect or to render security services for protection of the personnel and property of the Institute and perform watch and ward functions which include patrolling of the campus and vehicles into the park etc. The Agency / Contractor should have minimum three security services contracts in the institutes/ organizations under Central Government/ PSU/ Corporate Bodies. Preference will be given to bidders engaging/headed by below mentioned categories:
 - a) A retired/ released commissioned officer from the defense service of the Government of India having served for not less than ten years as commissioned officer with a good service record;
 - b) Any person who has served in police department for minimum ten years and must have held the rank of Dy. Superintendent of Police for minimum five years with a good service record; and
 - c) An institution headed by any person belonging to any of the above (a) and (b) categories.
15. The person or institution who intends to offer the bidder for this purpose must produce certificate from the authority where he had served as such showing that he had rendered services honestly and sincerely and that he is capable to carry out these duties as per contract.
16. The Contractor should render security services round the clock in respect of the Institute's property and premises in NIAW campus.
17. The Institute requires in all **trained Guards** and additional security personnel are also required to be made available for short spells for important programmes/trainings if any with prior notice.
 - a) The trained security supervisor should qualify the following minimum standards:
 - Minimum Height : 1.63 mtr (5'5")
 - Chest : 0.75 to 0.80 mtr (30" – 32")
 - Weight : 50 kgs (110 lbs)
 - Educational Qualifications :
 - Supervisor* : Skilled category should have matriculation passed. Should have understanding and writing capability of English language
 - Guard/ Lady Guard* : Semi-skilled category should have middle passed.



- b) The security supervisor age should be in between **23 to 55 years**. He should be physically fit, presentable, soft but firm in handling staff, visitors and situations. He should have good communication skills in Hindi and English
 - c) The security supervisors will be responsible for the overall security arrangement of the Institute covered in the contract during their shift and will ensure that all the instructions of the Institute administration are strictly followed and there is no lapse of any kind.
 - d) As part of the duty it will be incumbent upon the security supervisor to take round of all the important and sensitive points and take additional precautions as advised by the campus authorities. The supervisor should report any unusual incidents or circumstances noticed by him to the authorities of the Institute.
 - e) The security supervisor will supervise and monitor day-to-day functioning of the security guards and also responsible for opening/closing of the buildings and rooms as necessitated /directed by Officers of NIAW on working and closed days.
 - f) The security guards age should be in between **21 to 55 years**. He should be physically fit, presentable, soft but firm in handling staff, visitors and situations. The guards shall perform the assigned duties including patrolling of the campus. The guards should ensure that no part of the NIAW's land is trespassed/ encroached or squatted upon or suffer from any unauthorized occupation or use. The guards on patrol duty should take care of all the electric points, water taps, valves, water hydrants, fittings and fixtures, plant and machineries, movable and immovable properties, installed in the open all over the premises and ensure that the same is safe guarded under all circumstances.
 - g) Permit the entry of official visitors after confirming from the designated officers of the institute that the entry is for the official purpose.
 - h) Maintaining in and out register of official visitors and vehicles with vehicle number, in and out timings, etc. and providing requisite details whenever required at the gates. Screening/frisking of visitors at main visitors entrance.
 - i) Prevent unauthorized exit of any material without proper gate passes issued by the authorized officers. The specimen signature and telephone number of the authorized officers will be available with the security personnel.
 - j) The security guard/ security supervisor on duty shall not leave the premises/ duty spot in any condition until his reliever reports for duty.
 - k) Security supervisor will have complete and comprehensive control on the keys management of all the internal and external doors, lockers, pedestals etc in consultation with the authorities of the Institute. A detailed register must be kept up to date at all the times.
 - l) The eight hours shifts generally will be from 07:00 hrs. to 15:00 hrs., 15:00 hrs. to 23:00 hrs. and 23:00 hrs. to 07:00 hrs. The timings of the shift are changeable and shall be fixed by the Institute from time to time depending upon the requirements. Prolong duty hours (more than 10 hrs. at a stretch) shall not be allowed. **No payment shall be made by the Institute for double duty, if any.**
18. All persons will mark their attendance in Biometric attendance machine at every one hour interval. The duty points to be fixed will be at the sole discretion of the Institute.



19. For the purpose of manning duty points (24 hours, 16 hours, 8 hours) contractor shall maintain requisite strength of security personnel needed as per the deployment criteria referred in the terms and conditions so as to ensure desired standard of performance.
20. List of records to be maintained by the Security Agency for operations in NIAW shall be subject to scrutiny/ inspection by the authorized Officer of the Institute.
21. A person or institution to which the contract is given must inform within seven days of the execution of the contract the names of the persons and staff who have been engaged by that person or institution to the Institute. Such person shall be issued by the contractor a laminated I.C. affixing latest photograph given details of Name, Age, Ex-designation, Name of the Agency, date of appointment, EPF No., any other details, duly signed by responsible officer of the Institute.
22. The person or institution shall not claim any amount more than the amount fixed by way of contract by the competent authority.
23. The Contractor will have to ensure satisfactory standards of its employee's competence, conduct, cleanliness and integrity. **Neglect of duties, undesirable act, misbehavior and consumption of alcohol while on duty etc., shall not be condoned.**
24. The person or institution shall not transfer or assign sub-contract to any other party.
25. The staff engaged by the person or institution to whom the contract is given shall be deemed to be the servants or employees of the person or institution to whom the contract is given and such staff shall not be considered or deemed to be the employees and servants of the Institute.
26. The service provider shall be responsible for keeping a record of the material going out of the buildings, which would be allowed only along with gate pass issued by Competent Authority and shall submit such collected passes to the In-Charge security every day without fail.
27. **The Contractor shall be liable to allow paid weekly off etc. to the personnel employed by him as mandated under the appropriate State/ Central laws governing their employment under him. The relieving charges will be payable for the Security Guard which are engaged for all the days in a month because the minimum wages is payable for 26 working days where four/ five holidays are allowed. Security Guards used in the office for the purpose other than security are already availing weekly off of four or more days thus; in those cases no relieving charges will be applicable. The Agency will be directed to ensure that no Security Guard is required to discharge duty for more than 8 hours.**
28. The Contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation & Abolition) Act 1970 and also under the order issued by the Government of India from time to time and for its non-compliance, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The Contractor shall also be liable to comply with all other Labour and Industrial Laws and such other Acts and Statutes (including Factories Act, Payment of Bonus Act, etc.,). Depositing of PF Contribution as may be applicable is the responsibility of the Contractor at his own expenses and shall not be reimbursed by the Institute. For any default in compliance, the Contractor shall be held responsible. **One day compulsory weekly off should be given to the security guards.**
29. The Institute shall not be liable to pay any allowance, salary or any other amount under any law in force for the staff engaged by the Contractor. The Institute shall also be not liable for breach of any Labour Laws or any other Laws for the time being in force. The Contractor shall not be entitled to any other



allowances or benefits which are not included in the contract. **Institute encourages the cashless system so payment of monthly wages to the Security Guards should be paid directly to their account. A bank record for the online / cheque transaction of salary for each month should be submitted to institute office.** Contract labour is eligible to benefits of Provident Fund, ESI, etc., and the contractor has to ensure the same and provide UAN number to each guard and must submit all the documents as proof to the institute office.

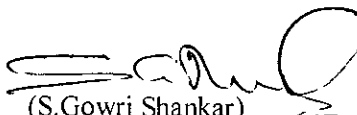
30. The Contractor should ensure that they pay minimum wages from time to time to the guards. Failure to pay minimum wages will render termination of the contract.
31. The contractor shall take liability of Insurance to cover all the persons employed by the contractor and shall produce the documentary evidence in this regard such as the ESI and PF Account numbers of the person (s) deployed at NIAW.
32. That the contractor will give an affidavit and/or undertaking or both in favour of the Director, NIAW every following month to the effect that he has paid wages to his workers and also complied with the provisions of the Employees Provident Fund and Miscellaneous Provisions Act and Employees State Insurance Act.
33. The person or institution whose tender is accepted shall have to execute the contract according to the provisions of the Act and Rules made there under. The cost of executing the contract, such as stamp duty, drafting charges, etc., shall be borne by the contractor as fixed by the Director, NIAW.
34. **The contractor at its own cost would provide complete sets of summer uniforms (Pant, Shirt, Belt, Cap, Shoes & Socks) and winter uniform (Jersey/ Over coat, Pant) to all its security staff immediately from the date of commencement of the contract and other paraphernalia as may be considered necessary by the Institute.**
35.
 - (a) **The person or institution to whom the contract is given shall ensure that the security personnel wear only that pattern of uniform, which is approved by the Institute.** Uniform and uniform kit like whistle, leather shoes, leather belts, lathi, jersey/ over coat, rain coat, torches, shoulder badges, caps with monogram, **Name plate with mobile number will also be supplied to the security personnel by the Contractor.** In case the person so deployed is found to be “not alert” or “not in proper uniform, dress or commits any indiscipline act” or “breach of any of the terms and conditions of the contract” the Institute shall have the right to impose any punishment or fine upto Rs.1,000/- (rupees one thousand only) on the Contractor. In case of three defaults, the Institute has the right to terminate the contract by giving notice of seven days.
 - (b) **The contractor shall bear all the expenses on items required for satisfactory performance of the assigned responsibilities such as stationary for writing duty charts and registers at security check points and records keeping as per requirements etc.** Contractor will provide all the printed stationary such as file, folder, register, gate pass etc. Supervisor will ensure proper record keeping and marking in the register.
 - (c) In case, the person so deployed by the contractor, is found absent, the Institute shall have the right to treat such person as absent from duty and deduct the proportionate amount of such person from the bill and also impose fine, as deemed fit.
 - (d) All the persons deployed in duty should be alert on duty time. If found not alert/sleeping/not doing duty properly, the Institute also reserves the right of imposing fine upto Rs.1, 000/- (rupees one thousand only) in the event of such a default. In case of three defaults of personnel, the contract will liable to be terminated.

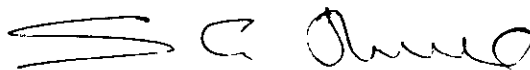


- (e) The Contractor shall be absolutely responsible and liable for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the contractor's personnel in their performance of the services required under the contract.
- (f) The Institute shall not be responsible for providing residential accommodation to any of the employees of the Contractor.
34. **The actual cost on account of loss or damage to the Institute's property because of negligence of the contractor's personnel will be deducted from the bills after conducting proper enquiry.**
35. The Institute shall not be liable for any illegal action or omission made by the staff of the contractor. In case of any loss or damage to the Institute on account of any act, omission, negligence on the part of the contractor and/or its staff etc., in handling of the duties/functions entrusted or otherwise or on account of breach, omission, failure or negligence on the part of the contractor or its representatives in the compliance of provisions thereof or in carrying out, executing, doing, performing or fulfilling any of its obligations or operations hereunder, the contractor shall be liable to make good such loss or damage determined by the Institute and shall not be open to any question by the contractor. The Institute may recover such amount or loss of damage from the contractor's bills. If the amount of such loss or damage is not recovered or paid up by the contractor forthwith on demand, the contractor shall be liable to pay the said amount with interest @ 18% per annum thereon from the date of demand till the date of actual payment.
36. The contractor is required to comply with all the legal liabilities and if the contractor is found failing to comply the provisions of various Acts applicable to the contractor and the contract labourers, the Institute can ask for the records for inspection and the contractor is required to comply with all the liabilities to be discharged and in case of any failure on the part of the contractor, the Institute shall withhold payment of its bill.
37. The Institute shall not be liable to offer legal services for the offence, if any, committed by any staff of the contractor to whom the contract is given.
38. The terms and conditions of this tender shall be part and parcel of the contract executed by the person or institution whose tender is accepted.
39. The person or institution to which the contract is given is bound to abide by the instructions on security matters issued by the Institute from time to time.
40. The person or institution who submits their offer must have an office in New Delhi and submit the detail address of the registered office, telephone numbers etc. All correspondence shall be addressed to that Office and it is deemed to have been received by the person or institution to which the contract is given.
41. The Institute will have privacy of contract with the Contractor only and will give instructions to him and will have nothing to do or be concerned with the conditions of employment of the workers working for the Contractor.
42. The Institute will not retain any control, dismissal or retrenchment or re-employment of the workers engaged/employed by the contractor.
43. The Contractor will be liable for due observation and implementation of the statutory conditions or requirements of labour laws as applicable to his workmen.



44. The Contractor will obtain license under the Contract Labour (Regulation and Abolition) Act according to the number of workers engaged by him by depositing the fees and complying with the formalities. He will also seek the renewal of the contract on or before the expiry of the license.
45. The Contractor will ensure that the firm is covered under the Employees Provident Fund and Miscellaneous Provisions Act and Employees State Insurance Act having its independent Code number. Thus, he will ensure that all the eligible employees are covered under these Acts.
46. In case, the Contractor or his workers are allowed to work in the premises of the Institute, the Contractor will have no right or lien upon the premises and the contractor and his workers will move out of the premises at the instance of the Institute on expiry of contract.
47. That the Contractor will be liable not only to pay wages to his employees, but the retrenchment compensation, notice pay, gratuity or bonus as payable and the principal employer will not be held liable for any obligation of the Contractor.
48. The Institute will not, in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against the Institute. If any such claim is made against the Institute by any worker or his heirs engaged/ employed by the Contractor, which the Institute is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the contractor working at the Institute premises or otherwise, the contractor will be liable to indemnify/ reimburse the Institute all the money paid in addition to the expenses incurred by him.
49. The contract may be terminated even before the stipulated period of the contract by the Institute by giving seven days notice in writing.
50. The bid shall be valid and open for acceptance of the Competent Authority of NIAW for a period of 180 days from the date of opening of the tender and no request for any variation on quoted rates and withdrawal of tender on any ground by successful bidder shall be entertained.
51. Director, NIAW reserves the right to reject any or all the tenders received without assigning any reason whatsoever.


(S.Gowri Shankar)
Director



NATIONAL INSTITUTE OF ANIMAL WELFARE
Government of India
(Ministry of Environment, Forests & Climate Change)
42 KM Stone, Delhi – Agra Highway (NH-2), Ballabhgarh, Faridabad (Haryana)

PART – I : TECHNICAL BID
(In separate sealed Cover - A super scribed as Technical Bid)

“Cover A”

From

To

The Director,
National Institute of Animal Welfare,

Sir,

Subject : Tender For Providing Round The Clock Security Services –Reg.

1. Name and address of the security Agency/ Firm/ Company/ Location : _____
2. Telephone Nos. : _____
Mobile No. : _____
Fax No. : _____
E-mail address : _____
PAN No. : _____
3. Please specify as to whether Contractor/ Agency is sole proprietor/ Partnership firm/ Private or Limited Company : _____
4. Date of Registration of the Agency with the appropriate authority : _____
5. Validity of Registration, the date upto which the Registration is valid : _____
6. Month and year of establishment : _____



NATIONAL INSTITUTE OF ANIMAL WELFARE
Government of India
(Ministry of Environment, Forests & Climate Change)
 42 KM Stone, Delhi – Agra Highway (NH-2), Ballabhgarh, Faridabad (Haryana)

PART-II: FINANCIAL BID
 (In separate sealed Cover - B super scribed as Financial Bid)

“Cover B”

S.No.	Particulars	Rate for 8 Hrs. per Person per Month (Rs.)		
		Supervisor	Guard	Lady Guard
1.	Category of Labourers		Semi-Skilled	Semi-Skilled
2.	Basic Wages as per Minimum Wages of Government of Haryana			
3.	EPF @ ____% on Basic {Employer's Contribution}			
4.	ESIC @ ____% on Basic {Employer's Contribution}			
5.	Gross Total (2+3+4)			
6.	Administrative / Service Charges @ ____% on Gross Total			
7.	Total (5+6)			
8.	Service Tax @ 15% on Total			
9.	Total Amount per Head (7+8)			
10.	No. of Security Personnel			
11.	Total Amount (9 x 10)			
12.	Grand Total			

(Signature of the Bidder)
 Name of Address
 With Seal



Note:

- The Contractor shall provide uniformed and trained personnel and use its best endeavor to provide security services to the Institute for providing safety, monitoring and surveillance. *Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R&A) Act, weekly-off replacement charges, cost of uniform of personnel deployed by the contractor, all kinds of taxes, service charges, etc. of the agency.* The rate quoted will be for per shift of eight hours per person per month. If the minimum wages is revised by the Government of Haryana/ Government of India the incremental wages, if applicable, will be provided. No other charges would be payable by NIAW. ***Please enclose the list of tentative registers, security materials for record keeping separately.***
- The offers/ bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.
- The contract is for one year extended for a period of another year as mutually agreed upon under same terms and conditions.
- All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/ them in figures. No blanks should be left which would be otherwise made the tender liable for rejection.

