

निविदा दस्तावेज/TENDER DOCUMENT

(सुरक्षा सेवाओं की आउटसोर्सिंग/Outsourcing of Security Services)

"क्षेत्रीय आयुर्वेदीय अनुसंधान संस्थान, नागपुर में सुरक्षा सेवाओं को प्रदान करने के लिए अनुबंध कार्य सभी क्षे.आ.अ.सं. के प्रॉपर्टी पर कड़ी निगरानी और संरक्षण रखे, लोगों के नियमित गमनागमन, सामग्री एवं वाहन और ट्रेस-पासिंग की रोकथाम।  
"JOB CONTRACT FOR PROVIDING SECURITY SERVICES, KEEP A STRICT WATCH & WARD ON ALL RARI PROPERTIES, REGULATING MOVEMENT OF PEOPLE, MATERIALS & VEHICLES AND PREVENTION OF TRESS-PASSING" AT REGIONAL AYURVEDA RESEARCH INSTITUTE (RARI), NAGPUR

1.	निविदा दस्तावेज का मुल्य Cost of Tender Document	रू. 1,000 (रूपये एक हजार सिर्फ) नगद/डीडी व्दारा Rs.1,000 (Rupees One Thousand Only) by Cash/DD
2.	निविदा दस्तावेज प्राप्त करने की अंतिम तिथि Last date for obtaining tender document	26.04.2021; up to 3.00 PM/दोपहर
3.	निविदा प्रस्तुत करने की अंतिम तिथि और समय Last Date and time for submission of Tender	03.05.2021; up to 1.00 PM/दोपहर
4.	तिथि, समय और निविदा खोलने का स्थान (केवल तकनीकी बोली) Date, Time and Place of opening of Tender (only Technical Bid)	04.05.2021 (4.00 PM/दोपहर) at Conference Room of RARI, Nagpur क्षेआअसं, नागपुर के सम्मेलन कक्ष में।
5.	बयाना राशी (ईएमडी) Earnest Money Deposit (EMD)	Rs. 30,000/- (Rupees Thirty thousand only) (तिस हजार रूपये सिर्फ)
6.	कार्यदिये जाने पर चयनित एजेंसी द्वारा सुरक्षा जमा Security deposit by the selected agency on award of work	Rs. 1,00,000/- (Rupees One Lakh Only) (एक लाख रूपये सिर्फ)
7.	मूल्य / वित्तीय बोली खोलने की तिथि और समय Date and time for opening of Price /Financial Bid	तिथि और समय को तकनीकी रूप से योग्य बोलीदाताओं को अलग से सूचित किया जाएगा। Date and time will be intimated to the technically qualified bidders separately.
8.	निविदा की वैधता Validity of tender	निविदाएं खोलने की तिथि से 90 दिन 90 days from the date of opening of tenders

क्षेत्रीय आयुर्वेदीय अनुसंधान संस्थान (क्षेआअसं), नागपुर

**Regional Ayurveda Research Institute (RARI), Nagpur**

(केन्द्रीय आयुर्वेदीय विज्ञान अनुसंधान परिषद)

(Central Council for Research in Ayurvedic Sciences)

घरकुल परिसर के पास, एनआयटी कॉम्प्लेक्स, नंदनवन, नागपुर-440009 महाराष्ट्र

Near Gharkul Parisar, NIT Complex, Nandanvan, Nagpur – 440 009. Maharashtra

दुरध्वनी नं. Phone No. 0712-2714685, फॅक्स नं. Tel Fax No. 0712-2714230

## Regional Ayurveda Research Institute (RARI), Nagpur

### TENDER DOCUMENTS (Non-transferable)

Ref. No 02/2021

NAME OF WORK: "JOB CONTRACT FOR PROVIDING SECURITY SERVICES, KEEP A STRICT WATCH & WARD ON ALL RARI PROPERTIES, REGULATING MOVEMENT OF MEN, MATERIALS & VEHICLES AND PREVENTION OF TRESS-PASSING" AT REGIONAL AYURVEDA RESEARCH INSTITUTE (RARI), NAGPUR .

### C O N T E N T S

Sl. No.	Description	Page No
1.	Tender Notification	03-04
2.	Tender Details	05-06
3.	Terms and Conditions	07-12
4.	Declaration by the tenderer	13
5.	Scope of the Contract (Annexure-A)	14
6.	Experience Certificate (Annexure-B)	15
7.	Technical Bid (Annexure-I)	16
8.	Price Bid / Rate Schedule (Annexure-II)	17
9.	Particulars of the Contracts undertaken	18
10.	Declaration about Fraud and corrupt Practices (Annexure III)	19
11.	Agreement (Annexure – IV)	20-22

NOTE:

Tenderers should confirm that they have received all the above papers/documents. The nature of jobs requirement can be seen personally at RARI, Nagpur by the tenderer. The proof depositing the cost of tender documents must be enclosed at the Technical bid of the tender.

Tender issued to:

M/s \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone/Mobile No. \_\_\_\_\_

e.mail \_\_\_\_\_

Signature of the Officer Issuing Tender

## **Regional Ayurveda Research Institute (RARI), Nagpur**

### **TENDER NOTIFICATION NO. 02/2021**

Sealed tenders in two bids (Technical Bids & Price Bids) are invited from reputed Security Agencies/Contractors, registered preferably with Directorate General Resettlement, DGR, holding valid licence issued by Labour Commissioner under the Contract Labour (Regulation & Abolition) Act, 1972 and fulfilling the eligibility criteria as prescribed under the heading “eligibility criteria of the bidder” for deploying Ex-Servicemen/retired employee of Para-Military force/Civilians properly trained and experienced as security personnel, to carry out following work at RARI, Nagpur.

**NAME OF WORK: “JOB CONTRACT FOR PROVIDING SECURITY SERVICES, KEEP A STRICT WATCH & WARD ON ALL RARI PROPERTIES, REGULATING MOVEMENT OF MEN, MATERIALS & VEHICLES, PREVENTION OF TRESSPASSING ” AT REGIONAL AYURVEDA RESEARCH INSTITUTE (RARI), NAGPUR**

The approximate number of Security Personnel required is 3 (Three) initially, which may be increased or curtailed as per the need. The prospective tenderer may satisfy them about the requirement by visiting RARI, Nagpur on any working day between 10.00 A.M. & 4.00 P.M., before submitting their tender.

**Eligibility criteria of the bidder:** The Contractors/Agencies have to meet the following eligibility criteria for submitting their tender:

1. Possess valid Labour Licence issued by the Labour Commissioner or carried out similar work after obtaining license from the appropriate authority.
2. Must have license under PSA (Regulation) Act.2005, as applicable in the State of Maharashtra.
3. Registration with Directorate General Resettlement, Ministry of Defence, New Delhi, ( Preferred).
4. Registered with EPF, ESI, Professional Tax and GST Authorities.
5. Minimum experience of two years in providing similar security services to Government Sectors/ other similar organizations or two years experience of working in Government or Private Medical Sectors with performance certificate.
6. Must have minimum Rs. 1,00,00,000/- (Rupees One Crore Only) turnover during preceding TWO financial years.
7. Must not have been blacklisted by any Government Department / Autonomous bodies/ CCRAS or any of its laboratories/Institutes as on the date of submission of the bid.
8. Preference will be given to Agencies having Registration with DGRI, with ISO certification and worked with Ministry of AYUSH.

The tender documents (Non-transferable) can be obtained in person from the Cashier, RARI, Nagpur-440009 between 10.00 A.M. to 3.00 P.M. on all working days up to **26.04.2021** on payment of Rs.1000/- (Rupees One Thousand Only) by cash/DD (non-transferable). The tender documents can also be downloaded from our CCRAS's **website-ccras.nic.in** by the tenderer who fulfils the above eligibility criteria. However they have to submit the cost of the tender document i.e. Rs.1000/ in form of DD drawn in favour of Assistant Director (Ayu)-Incharge, RARI, Nagpur, payable at Nagpur while submitting the tender to be placed with the technical bid.

The tenders should be submitted in **two separate envelopes** – one containing the TECHNICAL BID and other containing PRICE BID ONLY (Both the bids should be separately sealed and the name of the bid, name of the tenderer should invariably be written on the top of each envelope). The two bids should be kept in another envelope which should be sealed and super scribed “**JOB CONTRACT FOR PROVIDING SECURITY SERVICES, KEEP A STRICT WATCH & WARD ON ALL RARI PROPERTIES, REGULATING MOVEMENT OF MEN, MATERIALS & VEHICLES, PREVENTION OF TRESS-PASSING**” AT REGIONAL AYURVEDA RESEARCH INSTITUTE (RARI), NAGPUR” and addressed to Assistant Director (Ayu)- Incharge, RARI, Nagpur-440009 shall be submitted in the office **up to 01.00 P.M. on 03.05.2021**. The tenders (Technical Bid) received will be opened on **04.05.2021** at 4.00 P.M. in the Conference room, RARI, Nagpur.

Price bids in respect of those contractors, whose technical bids become successful would be opened on a separate date which will be communicated separately.

Assistant Director (Ayu)-Incharge, RARI, Nagpur reserves the right to accept or reject any or all the Tenders either in full or part thereof without assigning any reasons whatsoever, and his decision on all matters in this regard shall be final and binding. Tenders received after scheduled date and time will not be considered.

Assistant Director (Ayu)-Incharge

## Regional Ayurveda Research Institute (RARI), Nagpur

Ref. No 02/2021

### DETAILS OF TENDER

Non-transferable tender documents will be issued to those firms who fulfil the criteria as mentioned above on payment of Rs.1,000 (Rupees One Thousand Only) in the form of Demand Draft drawn in favour of Assistant Director (Ayu)-Incharge, RARI, Nagpur towards the cost of tender documents. The cost of the tender document can also be deposited in cash with cashier. The tender documents are also available on website- [ccras.nic.in](http://ccras.nic.in) which can be downloaded. However they have to submit the cost of the tender document i.e. Rs.1000/- in the form of DD drawn in favour of, Assistant Director (Ayu)-Incharge, RARI, Nagpur, payable at Nagpur while submitting the tender, to be attached to the technical bid.

#### **1. BID – I (TECHNICAL): Comprises of the following:-**

- i) Self attested copy of registration certificate of the Security Agency issued by the appropriate authority.
- ii) Self attested copy of valid labour license from the Regional Labour Commissioner under Contract Labour (Regulation & Abolition) Act, 1970 regarding previous contract for two years.
- iii) Self attested copy of registration certificate under PSA (Regulation) Act.2005, as applicable in the State of Maharashtra.
- iv) Self attested copy of registration certificate with Directorate General Resettlement, Ministry of Defence, New Delhi, DGR ( if registered).
- v) Self attested copy of valid GST registration certificate.
- vi) Self attested copy of Professional Tax registration.
- vii) Self attested copy of registration under EPF.
- viii) Self attested copy of registration under ESI.
- ix) In case of a company, the attested copy of registration under Companies Act., 1956 as applicable.
- x) Proof at least of three successfully carried out security contracts deploying 3 or more security guards in each contract, consisting of ex-servicemen or properly trained civilian security guards during last 2 years in Govt./Semi-Govt./Central/Autonomous bodies/CCRAS or its Institutes or any other medical institutions/establishments. Any value added services to be provided by the service provider would have advantage.
- xi) Copies of the successful completion of at least TWO security contracts during the last two years.
- xii) Proof of having carried out three similar contracts (Security contracts) of minimum Rs.1,00,00,000/- (Rupees One Crore) each year, during preceding two financial years.
- xiii) List of clients.
- xiv) Customers' satisfaction proof.
- xv) Copy of PAN, TAN, ITR and Balance sheet of last Two years.
- xvi) An undertaking that the security agency has not been blacklisted by any Government Department /CCRAS or any of its laboratories/Institutes as on the date of submission of the bid, in proper format.

- xvii) EMD of **30,000 (Rupees Thirty thousand only)** by way of DD drawn in favour of Assistant Director (Ayu)- In Charge, RARI, Nagpur.
  - xviii) Proof of depositing the cost of tender document.
  - xix) Duly filled in “Declaration by the Tenderer” in prescribed format as per Tender Documents.
2. The Technical bid shall be submitted as per Annexure-I, enclosing above documents. The Technical bid will be evaluated by a committee constituted by Assistant Director (Ayu)-Incharge, RARI, Nagpur. The committee will declare the successful technical bids as per the criteria mentioned above and other objective criteria as required. Contactors whose technical bids are not successful will be intimated and their EMD will be returned. **The decision of the committee in this regard will be final.**

**3. BID – II (PRICE): Comprises of the following:-**

**Rate/Price Schedule. (Annexure – II)**

The price bid is to be submitted strictly as per the prescribed format as given at Annexure-II Contractors whose Technical bids are qualified will be informed the date and time of opening of the Price bids and the price bids will be opened on due date in the presence of qualified bidders/their representatives. Then the price bids will be evaluated and contract may be awarded to the lowest bidder. For evaluation of the price bids, L-1 may be decided keeping in view the service charges quoted in the bid on wages only or the total cost to the Institute, after complying all labour related laws. In case of tie in the service charges quoted, the criteria for the evaluation of the Price Bid will be decided as per following order (1) Value added services the agency can provide to the Institute with supporting documents (2) Total turnover of the contractor/agency during last two financial years (3) Number of years of experience from commencement by the contractor/agency for having done similar type of contracts (security contracts) (4) Number of security contracts undertaken/completed by the contractor/agency during last two financial years and (5) Registration with Directorate General Resettlement, Ministry of Defence, New Delhi.

4. Tenderers, whose relatives are posted in a supervisory capacity in RARI, Nagpur. Shall not be permitted to participate in tender process, Tenderers whose relatives are working in RARI, shall intimate the same to RARI, Nagpur, prior to the purchase of tender document and seek permission to participate in the tender process.

**Regional Ayurveda Research Institute (RARI), Nagpur**  
**TERMS AND CONDITIONS FOR AWARD OF CONTRACT :**

“JOB CONTRACT FOR PROVIDING SECURITY SERVICES, TO KEEP A STRICT WATCH & WARD ON ALL RARI PROPERTIES, REGULATING MOVEMENT OF MEN, MATERIALS & VEHICLES, PREVENTION OF TRESS-PASSING” at **Regional Ayurveda Research Institute (RARI), Nagpur.**

**1.0 SCOPE OF WORK**

The contractor shall bring his own security guards, provide Security and Protection to the property and personnel of the Institute, keep a strict watch and ward of Institute property, round the clock. The Scope of work and the duties and responsibilities are mentioned in **Annexure – A** and shall also include other related responsibilities advised by Assistant Director (Ayu)- Incharge or his nominee.

Before submitting the tender papers, the Tenderer can inspect the site/location/security points to fully acquaint himself with the condition in regard to accessibility of site/location, nature of work, working condition, conditions affecting the security personnel etc. to assess the requirement for satisfactory execution of the contract. No claim whatsoever will be entertained for any alleged ignorance or otherwise under any circumstances, after opening of bids/award of the contract.

**2.0 DURATION**

The duration of the contract shall be initially for a period of one year. The contract can be extended on the same rate and terms & conditions or as mutually agreed upon. The Assistant Director (Ayu)-Incharge, RARI, Nagpur has the right to terminate the contract at any time during the tenure of Contract, without assigning any reasons. However, the first three months will be treated as trial period and if the performance is found satisfactory during the period, the contract will be firmed up for one year including the first three months of trial period, otherwise the same will be terminated without any notice.

**3.0 CATEGORIES OF PERSONNEL:**

The Contractor shall provide trained Security Guards, preferably, Ex-servicemen/retired employees of paramilitary forces who have been honourably discharged with pension benefit. In case of civilians, a minimum qualification of Class-X /Matric and properly trained for security duty with minimum one year experience. All guards should be above 21 years And below 50 years of age and they should not have any medical disability. The suitability of the guards to be provided under the scope of this contract will be examined by the authorized representative(s) of RARI and in case they are not found fit; the contractor has to provide replacement fulfilling eligibility criteria as decided by the competent Authority of RARI, Nagpur.

**4.0 QUOTATION**

- 4.1** The Contractor should deploy 3 number of security guards as per **Annexure-A**. The minimum wages payable to Security Guards should not be less than the minimum wages of the Security Guard (unarmed) as per the wages notified by the appropriate authority.
- 4.2** Except writing rates and amount of service Charges, the Tenderer should not write any conditions or make any changes, additions alterations and modifications in the tender. Tenderers who desire offering rebate, the same should be brought out separately in the covering letter and submitted along with the tender in Price Bid. **Conditional tender will be summarily rejected.**
- 4.3** While quoting the amount, the Contractor must keep in view that –

- (i) Payment on account of enhancement/escalation charges due to revision in wages by the appropriate Authority from time to time is payable by RARI, Nagpur to the contractor.
- (ii) The Institute shall reimburse the amount of GST, if any paid by the contractor to the authorities on account of the services rendered by him. This reimbursement will be made on production of proof of original deposit of the same by the contractor.
- (iii) The Tenderer must ensure that the wages to be paid to the Security Guards engaged against the contract should be one fixed by the Central Government or State Government whichever is higher and as amended from time to time applicable to Maharashtra and if any bidder quoting less than the minimum wages as applicable, shall be disqualified at the stage of evaluation.
- (iv) The Tenderer should quote his service charge on wages only which shall not be less than 4% of the wages. Service charge is to be quoted as percentage of wages and shall be in decimal and not as fractions, (maximum two digits after decimal point )
- (v) Tenderer shall issue wage slip every month to each personnel deployed by him. He shall also be responsible for remittance of EPF, ESI, GST and any other statutory payments on behalf of the personnel deployed by him to the appropriate authority. The monthly reimbursement towards EPF & ESI GST, in respect of workers deployed at RARI, Nagpur will be paid to the contractor after proof of depositing the same before the appropriate authority. The proof of deposit in this regard should be in respect of guards deployed at RARI, Nagpur and should not be clubbed together with other departments/organizations where the contractor is having similar contracts. The contractor should produce the original challans for verification regarding EPF, ESI, GST, and reimbursement. The contractor should also submit copies of electronic returns as submitted for EPF & ESI through online. The Institute will reimburse the employer's share of EPF & ESI, as per applicable Act/Rules.

**5.0. EARNEST MONEY DEPOSIT:**

- 5.1. The contractor shall deposit EMD for an amount of Rs.30,000/- (Rupees Thirty Thousand Only) in the form of an Account Payee Demand Draft from nationalised bank in favour of Assistant Director (Ayu)-Incharge, RARI, Nagpur along with the tender document and is to be enclosed with Technical bid.
- 5.2. Tender not accompanied by EMD amount shall be rejected.
- 5.3. EMD of the unsuccessful bidders will be returned to them at the earliest on award of contract to successful bidder.
- 5.4. The Earnest money deposit of Rs.30,000/- (Rupees Thirty Thousand Only) of the successful bidder shall remain with the RARI, Nagpur which would be adjusted to the performance security of successful bidder.
- 5.5. The EMD amount shall be forfeited if the bidder withdraws his bid during the period of tender validity.
- 5.6. The EMD shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the RARI, Nagpur.



## **6.0 INCOME TAX**

Income Tax at applicable rate will be deducted from the total sum paid against the monthly bill of the Contractor and any other arrear dues paid separately.

## **7.0 PERFORMANCE SECURITY**

- 7.1. The successful contractor who will be awarded the contract has to furnish a Bank Guarantee or Fixed Deposit Receipt amounting **Rs. 1,00,000/- (Rupees One Lakh only)** in favour of Assistant Director (Ayu)- Incharge, RARI, Nagpur as Performance Security, within 7 days from the date of issue of award letter.
- 7.2. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case, the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.
- 7.3. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for annulment of the award of contract and forfeiture of EMD amount.

## **8.0 INDEMNIFICATION**

- 8.1 The contractor shall keep RARI indemnified against all claims whatsoever in respect of the Security Guards deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case RARI is made party and is supposed to contest the case, RARI will be reimbursed by the Contractor the actual expenses incurred towards Counsel fee and other expenses, and the contractor shall pay it in advance to RARI on demand. Further, the contractor shall ensure that no financial or any other liability comes on RARI in this respect and shall keep RARI indemnified.
- 8.2 The contractor shall further keep RARI indemnified against any loss to the RARI property and assets. RARI shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

## **9.0 AGREEMENT**

An Agreement<sup>7</sup> for the contract (Annexure IV) is to be signed by the contractor before commencement of the work. The Earnest money shall be forfeited if the contractor fails to execute the agreement within the specified period as per the letter of award and start work accordingly.

## **10.0 CONTRACTOR'S OBLIGATIONS**

- 10.1 The contractor shall obtain a valid licence under the Contract Labour (R&A) Act.1970 from Regional Labour Commissioner (Central) or Asst. Labour Commissioner (Central) within one month of the commencement of work and continue to have the same till completion of the contract.
- 10.2 He shall maintain all records of the workers deployed by him in RARI, Nagpur as required under various Labour Laws and the Institute will have no responsibility in this regard. The contractor should have own code number under EPF, ESI Act and the amount recovered on this account is required to be deposited with the respective authorities by the contractor every month as required under law of the land.
- 10.3 The Contractor shall get the antecedents of his personnel verified through police channels and the verification reports made available to RARI, Nagpur as and when required.

- 10.4** The Contractor shall provide security and keep watch and ward of the properties as detailed in **Annexure-A** by him in consultation with Assistant Director (Ayu)-Incharge, RARI, Nagpur or his nominee. For performing Security duties, the contractor shall deploy persons round the clock @ eight hours per shift. He shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.
- 10.5** As far as possible, the guards shall be so deployed by the Contractor as to enable each of the guards to compulsorily avail one “WEEKLY OFF” in each week and while deploying them in shift duties, due care should be taken to give them adequate rest after each shift. There should not be any payment of overtime.
- 10.6** He shall submit details of the names, parentage, residential address, age, etc. of the persons deployed by him in the premises of RARI, Nagpur. For the purpose of proper identification of the employees of the contractor, the Contractor shall issue identity cards bearing their photographs.
- 10.7** Uniforms shall be supplied by the contractor at his own cost to the persons deployed for this work after approval by Assistant Director (Ayu)-Incharge, RARI, Nagpur. Contractor shall also provide search torches loaded with batteries to security staff, etc. RARI, Nagpur shall have no liability whatsoever on this account.
- 10.8** The contractor should appoint the Security Guards on his own terms & conditions and it will be responsibility of the Contractor to ensure that no liability on this count should come on RARI in respect of workers deployed by him. Persons deployed by the contractor for the services mentioned above shall be employees of the contractor for all intents and purposes and that persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of ‘Employer’ and “Employee” between the said persons and RARI shall accrue/arise, implicitly or explicitly.
- 10.9** In case, any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or indulges in any unlawful riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the RARI in this respect. Further, the contractor shall immediately replace the particular person, so deployed on the demand of Assistant Director (Ayu)-Incharge, in case of any of the aforesaid acts on part of the said person.
- 10.10** Contractor shall at his cost, if required, take necessary insurance cover in respect of persons engaged for the aforesaid services rendered to RARI and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees state Insurance Act, Payment of Wages Act, 1936, Employees Provident Fund (and Miscellaneous Provisions) Act 1952; The Minimum Wages Act, 1948; Employment of Children Act, 1938 and / or any other Rules/regulations and / or statutes that may be applicable to them and shall further keep RARI indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non compliance of the aforesaid statutory provision. Contractor’s failure to fulfil any of the obligations hereunder and / or under the said Acts, rules/regulations and/or any bye-laws or rules framed under any of these, RARI shall be entitled to recover any such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor’s monthly payments.

- 10.11** He shall submit proof of depositing the amount of contribution claimed by him on account of ESI & EPF towards persons deployed at RARI in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, amount claimed towards ESI & EPF contribution will be withheld till submission of required documents. The Institute will reimburse employer's share of EPF and ESI every month as permissible under the provision of the respective acts as amended from time to time. The Institute will pay wages, (at prescribed minimum rate) & service charge based on the proof of making the wage payment to Guards and will also reimburse the EPF (Employer's share), ESI and GST at the minimum prescribed rate. No other payment will be paid to the contractor.
- 10.12** The Contractor shall particularly abide by the provisions of Minimum Wages Act, 1948 with Rule 1950 framed there-under, as amended from time to time. The Contractor shall pay monthly wages to his workers at not below the rate of minimum wages fixed by the Central Government or the State Government, whichever is higher.
- 10.3** The Contractor shall take all reasonable precautions to prevent any unlawful riots/act or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of RARI.
- 10.14** The contractor shall be required to maintain permanent attendance register / roll in respect of the guards/supervisors within the building premises which shall be open for inspection and checking by the authorized officer of the Institute
- 10.15** The wages to the workers deployed by the contractor shall be disbursed by the contractor himself or his nominee by 7<sup>th</sup> of every month in the presence of representative of Assistant Director (Ayu)-Incharge, who will sign the payment register as a token of having disbursed the salary in his presence or the salary of the employees be credited directly to bank accounts of the employees. Or the salaries be credited to the bank account of the employees.
- 10.16** The working hours /leave do not violate relevant provisions of Shops and Establishment Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time, or furnishing any information, or submitting or filing any statement under the provisions of said regulations and rules which are materially incorrect, they shall without prejudice to any other liability pay to Assistant Director (Ayu)-Incharge of the Institute, a sum as may be claimed by the Institute.

#### **11.0 PENALTIES/LIABILITIES**

- (i) The contractor shall be responsible for faithful compliance of all terms and conditions of this agreement. In the event of any breach of agreement, the agreement can be terminated and the Performance Security will be forfeited and further the work may be got done from another agency at the risk and cost of Contractor.
- (ii) In case, the contractor violates any of the terms and conditions of the agreement or commits any default or their services are not to the entire satisfaction of the officer authorized by Assistant Director (Ayu)-Incharge of the Institute on his behalf, a penalty leading to deduction up to a maximum of 10% of the total amount of the bill for a particular month will be imposed.
- (iii) The Performance Security shall be liable to be forfeited or appropriated or invoked in the event of unsatisfactory performance of the contractor and/or loss/damage if any, sustained by RARI on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.

## **12.0 TERMINATION**

**12.1** The contract shall be terminated on any of the following contingencies:-

- a. On the expiry of the contract period as stated above.
- b. By giving one month notice by RARI on account of:
  - i) Committing breach by the Contractor of any of the terms and conditions of the agreement.
  - ii) On assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the Institute.
  - iii) If services are not satisfactory.
- c. On contractor being declared insolvent by competent Court of Law.

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

**12.3** It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption / hindrance / problem of any nature to RARI.

## **3.0 ARBITRATION**

**3.1** In the event of any question, dispute/difference arising under the contract or agreement or in connection therewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitrator to be appointed by the Director General-Central Council for Research in Ayurvedic Sciences, or his nominee. The award of the arbitrator shall be final and binding on the parties.

**3.2** Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

## **14.0 VALIDITY OF TENDER**

**14.1.** Tenders submitted by the Contractor shall remain valid for **90** days from the date of opening of tender and validity beyond 90 days from the date of opening shall be by mutual consent.

**14.2.** Assistant Director (Ayu)-Incharge, RARI, Nagpur does not bind himself to accept the lowest tender or any other tender and reserves to himself the right of accepting the whole or any part of the tender without assigning any reasons and the tenderer shall be bound to comply with the Same at the rates quoted. Canvassing in any form in connection with the tender is prohibited and tenders submitted by contractors who resort to canvassing, are liable for rejection.

Assistant Director (Ayu)-Incharge

**DECLARATION BY THE TENDERER**  
(To be kept in Technical Bid)

I/We \_\_\_\_\_ have read all the terms  
and Conditions of this tender document and fully agreeable to the same.

SIGNATURE OF TENDERER WITH DATE & SEAL

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

## ANNEXURE – ‘ A ’

### SCOPE OF THE CONTRACT

The Contractor shall provide Security services to keep a strict watch and ward round the clock over the land and properties of RARI, Nagpur, which includes guarding all installations at various points round-the-clock, blowing whistle to alert other personnel, checking various gates, doors, Generator, Tube wells, campus patrolling, etc.

#### **Duties and Responsibility of Security Staff.**

1. The Security Agency will be responsible for overall security arrangements of the offices covered in the contract.
2. Security Agency will ensure that all instructions of the administration are strictly followed and there is no lapse of any kind.
3. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the office. Administration for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
4. Deployment of Guards will be as per the instructions of the authorities from time to time and the security agency will be responsible for their optimum utilization.
5. The Security Guard will also take round of all the important and sensitive points of the premises as specified by the office.
6. Security personnel shall also ensure door keeping duties.
7. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the office. If any theft of these occurs because of lapse on of the security then damages for the same shall be recovered from the agency either from the bill or from the performance security deposit. It is the duty of the deployed guard to properly and systematically arrange the vehicles in staff parking.
8. Entry of the stray dogs and stray cattle into the premises is to be prevented. They should be at once driven out.
9. The Guards on duty shall take care of all the water taps, water hydrants, etc. Installed all over the premises.
10. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
11. The Security Guards should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.
12. In emergent situations, security staff deployed shall also participate as per their role defined in the disaster plan, if any, of the office. Security personnel should be sensitized for their role in such situations.
13. The Security Guards are required to display mature behavior, especially towards female staff, female visitors, Injured Persons, Senior citizens & Employees.
14. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
15. Any other duties / responsibilities assigned by Assistant Director (Ayu)-Incharge, RARI or his representative can be incorporated in the agreement. The same shall also be binding on the contractor. .

#### MAN POWER REQUIREMENTS

Security Guards : 3

The actual manpower requirement may vary from time to time. The Contractor shall provide additional guards as required with short notice without engaging the existing guards on over time or otherwise.

**Regional Ayurveda Research Institute (RARI), Nagpur  
(RARI) Nagpur  
Annexure-B**

EXPERIENCE CERTIFICATE

Tenderer should have two years experience in providing similar security services to Government establishments / public sector undertakings / R&D institutions / established private sectors / other similar organizations and successfully completed at least three similar contracts and should have carried out three similar contracts with a minimum turnover of Rs.1,00,00,000/- (Rupees One Crore Only) each year during preceding two financial years.

Sl. No.	Name of the Organisation/Office	Name of the work	Site of the work	Period of contract	Annual work value/Turnover	Whether completed successfully*

\*Certificate of satisfactory completion of work signed by Head of Office must be attached.

SIGNATURE OF TENDERER WITH DATE & SEAL

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

**Regional Ayurveda Research Institute (RARI), Nagpur**  
**TECHNICAL BID**

**Format for submission of tender for engagement of Security Personnel at RARI, Nagpur**

The technical bid should contain the following particulars with supporting documents.

(To be submitted with Tender. Pl. give the page nos. of each document submitted)

Sl. No	Particulars	Document attached (Yes /No)	Page No.
1.	Name of the Proprietor/Director of company/ firm/Agency with details		
2.	Name of Tendering Company/Firm/ Agency (Attach certificates of registration)		
3.	Details, of registration with DGR/ Sainik Board		
4.	Details of registration with appropriate Labour Commissioner/. PSARA Private Security Act - PSARA : (a) State (b) Central (Copies of documents to be enclosed)		
5.	Banker of Company/ Firm/ Agency with full address and Bank solvency certificate (Attach a certified copy issued after the date of publication of tender.		
6.	Registration with P.T. Authority (Attach attested copy)		
7.	PAN/TAN No. (Attach attested copy)		
8.	GST Registration No. (Attach attested copy)		
9.	E.P.F. Registration No. (Attach attested copy)		
10.	E.S.I. Registration No. (Attach attested copy)		
11.	Documents showing completion of work at least one service of value not less than Rs. 10 Lakh of providing human resources in a single contract during the years 2018-19 & 2019-20.		
12.	Give details of similar contracts handled by Company/ Firm/ Agency on behalf of PSUs and Government Departments during that last two years (Attach attested copies of work orders). Affidavit stating that the agency is / has not been black listed by Centre / State Government / PSU.		
13.	Number of similar assignments; Manpower provided to Govt./Private/PSU in last two years by the Agency (Attach Copy)		
14.	Declaration about Fraud and corrupt practices (Duly signed & attested as given in the Tender Document – Annexure-III)		
15.	Certificate of Registration. Of firm under State Govt / Central Labour Commission (Attach attested copy)		
16.	Certified Turn Over Certificate, Profit and Loss Account & Balance Sheet of Last Year by the Chartered Accountant		
17.	Cost of Tender Paper & EMD		
18.	Proposed plan of the Agency for providing Security services to RARI, NAGPUR after inspection to be enclosed separately		

N.B- The document submitted should be marked / numbered clearly for each comparing/assessing failing which the tender shall be liable to be rejected. The Bid shall be submitted on the letter head of the tenderer strictly.

**Signature of authorized person of Service Provider/ Agency/ Firm**

Date:

Name:

Place:

Seal:



**ANNEXURE – II (PRICE BID)**  
**RATE SCHEDULE [To be submitted in Price Bid]**  
**TABLE: 1**

Sl. No	Category	No. of persons to be deployed (the number may vary as per the actual need basis)	Amount	
			Wages per day per head (without statutory charges) should not be less than the minimum wages as applicable.	Per month (26 days)
1	Security Guard	3	16,000/- P.M.	

**Eligibility and Qualification:**

Ex servicemen/retired employees of paramilitary forces. In case of civilians guards, a minimum qualification of Class-X /Matric and properly trained for security duty with minimum one year experience. Age should be above 21 years and below 50 years and they should not have any medical disability.

- Additional Security Guards are to be deployed during the weekly off /in case of additional requirement.
- Minimum wage rate should not be less than the minimum wage prescribed under relevant rules, Security Guard (unarmed) as specified.

**TABLE- 2**

Sl. No.	Category	Rate % of wage
1	Rate of Service Charge (in %) on the wages only, for Security Guard.	

1. Minimum wage should not be less than the rate prescribed by either the Central Government or State Government whichever is higher.
2. All Statutory Charges including EPF, ESI, GST will be reimbursed as per rules.
3. No other charges shall be taken into consideration.
4. **Service Charge as quoted should not be less than 4% of Salary / wages.**
5. Service charges will be paid on the wages only. It should be quoted as a certain % of the minimum wages. The service charge should be quoted either in whole number or in decimal number with maximum two digits after decimal point, example- 3.33% and not a fractional number like 3 $\frac{1}{3}$ %. Wherever such rates are quoted in fractional number, the same will be converted to the nearest decimal number with maximum two digits after the decimal point.
6. Evaluation of tender will be based on lowest quoted service charge after complying the minimum wages and all statutory charges and other conditions as contained in this tender document. However, payment/reimbursement of wages, statutory charges will be strictly made as per the applicable rules as amended from time to time.

SIGNATURE OF THE TENDERER

Dated:

Full address with Seal, e-mail address,  
phone number, mobile number etc.

## Regional Ayurveda Research Institute (RARI), Nagpur

### DETAILS OF THE CONTRACTS UNDERTAKEN BY THE CONTRACTOR/AGENCY

A	B	C	D	E	F	G	
Name of the Contractor/ Agency	Date of starting of the work by the Contractor/ Agency	No. of years completed till date	No. of contracts completed during last two financial years (Only Manpower Contract)	Description of the Contracts completed during last two financial years (Only Manpower Contract)	Whether completed successfully*	Annual work value/Turnover during last two financial years.	
						2018-19	2019-20

\*Satisfactory completion of work, signed by Head of the office must be attached.

I hereby declare that the above statement is correct to the best of my knowledge. Further, I understand that during verification of documents, if any statement/above information is found incorrect, I shall forfeit any claim for bid.

SIGNATURE OF TENDERER WITH DATE & SEAL

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

**DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES**

We certify that in last two years, we have neither failed to perform on any contract, as evidenced by imposition of penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor have been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach, on our part.

**We further declare that:**

We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government Central or State.

We hereby certify we have taken steps to ensure that in conformity with the provisions of Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We certify that in regard to above matters, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

We further certify that in regard to matters relating to security and integrity of the country, we have not been charge sheeted by any agency of the Government or convicted by a Court of Law.

We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/managers/employees.

**Signature, Name & Designation with office**  
Seal of Service Provider/Agency/Firm

**REGIONAL AYURVEDA RESEARCH INSTITUTE (RARI), NAGPUR (RARI) NAGPUR**

**AGREEMENT**

1. The Persons proposed to be engaged for job contract work by the contractor shall be verified by the police for their antecedents before their engagement.
2. Persons engaged for job contract work by the contractor should not cause any obstruction to the office work. They should be cordial, polite and well behaved.
3. The contractor along with his agent /representative or employee will be allowed to enter into the premises for the purpose of rendering the said services.
4. All the employees of the contractor, whenever on duty in the premises shall wear identity card for identification, supplied by the contractor free of cost. In the event of an employee found on duty without wearing ID Card, half of his wages for the day shall be deducted (such amount shall be deducted by RARI, Nagpur from the amount payable to the contractor).
5. The rate mentioned in the tender is for the duration of one year from the date of commencement of work. Variation in price during the contract period is not acceptable.
6. Tenderer should note that different firms / agencies having common partners / directors are not permitted to quote more than one tender / offer from any of such firms..
7. The contractor shall be responsible to engage required number of fully trained and adequately experienced persons, who shall be medically fit.
8. It shall be the responsibility of Contractor to ensure that he pays his employees wages not less than the minimum wages prescribed by the Union Govt. / State Govt. and/or required under the Central Labour Act. The contractor shall make payment in the presence of an authorized representative of the Assistant Director (Ayu)- In Charge, RARI, Nagpur and obtain a certificate in the Register of wages from the authorized representative that payment has been made in his presence.
9. Security personnel engaged by contractor will report for duty at a fixed point to be decided by the RARI, Nagpur, for their attendance. Appropriate record in reference to above shall be maintained by the contractor at his own cost.
10. All the employees of Contractor have to adhere to the laid down safety guidelines on the subject. Adequate precautions are to be exercised to prevent any kind of loss to men and materials. The contractor shall be directly responsible for any untoward consequences arising out of any such violation by his agency / staff.
11. The Contractor shall not collect any fees/charges in any from his workers to be engaged by him under the scope of this contract and he shall not also deduct any other charges other than statutory charges as per rules from the wage. The Contractor shall ensure that each engaged worker has an EPF account and is issued with ESI card within a month of engagement. Contractor shall abide by all existing laws including welfare laws ESI, EPF, Bonus, Income Tax, GST or any other extra tax levied by Govt., etc. and adopts all required welfare measures for his employees and discharge all other obligations concerning thereto. He shall furnish adequate proof to RARI, Nagpur in this regard. It is again clarified that all such responsibilities and obligations whether specified herein shall be the exclusive responsibility of the contractor.

**12. A. Duties and Responsibility of Security Staff.**

1. The Security Agency will be responsible for overall security arrangements of the offices covered in the contract.
2. Security Agency will ensure that all instructions of the administration are strictly followed and there is no lapse of any kind
3. No items are allowed to be taken out without proper Gate Passes issued by the competent Officers as laid down in the contract or authorized by the office. Administration for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.

4. Deployment of Guards will be as per the instructions of the authorities of the offices from time to time and the security agency will be responsible for their optimum utilization.
5. The Security Guard will also take round of all the important and sensitive points of the premises as specified by the office.
6. Security personnel shall also ensure door keeping duties.
7. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the office. If any theft of these occurs because of lapsation of the security than the damages for the same shall be recovered from the agency either from the bill or from the performance security deposit. It is the duty of the deployed guard to properly and systematically arrange the vehicle in staff parking.
8. Entry of the street-dogs and stray cattle into the premises is to be prevented. They should be at once driven out.
9. The Guards on duty should take care of all the water taps, water hydrants, etc. Installed in the open all over the premises.
10. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
11. The Security Guards should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities
12. In emergent situations, security staff deployed shall also participate as per their role defined in the disaster plan, if any, of the office. Security personnel should be sensitized for their role in such situations.
13. The Security Guards are required to display mature behavior, especially towards female staff, female visitors, Senior Citizens & Employers.
14. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
15. Any other duties/responsibilities assigned by Assistant Director (Ayu)-Incharge RARI or his representative may be incorporated in the agreement. The same shall also be binding on the contractor. .

**B. Conflict of interest:**

The incumbents engaged shall not claim any benefit/compensation/absorption/regularization of service, under the provision of Industrial Disputes Act.1947 or Contract Labour (Regulation and Abolition) Act, 1970.

**C. Termination of Services:**

The Institute may terminate his service if:

- i. The incumbent is unable to address the assigned work.
- ii. Quality of the assigned work rendered, is not to the satisfaction of the Officer/Department.
- iii. The Incumbent is found lacking in honesty and integrity.
- iv. The Institute also retains the right to terminate the service at any time without giving any notice and also without assigning any reason therefore.

**D. Police Verification:**

The incumbent shall be engaged only after verification of antecedent by the police.

Assistant Director (Ayu)-Incharge, RARI, Nagpur reserves the right to ask the contractor to remove any employee deputed by him without assigning any reason / notice therefore.

**ACCEPTANCE CERTIFICATE**

I, \_\_\_\_\_ (Name of the contractor) or M/s.

---

have read and accepted all the guidelines, terms and conditions for providing the job contract services at RARI, Nagpur.

Dated:

**(Signature of the Contractor with Rubber Stamp)**