


Notice Inviting Tender

SECTION I

TENDER NUMBER No.20-1/2015-Admn

Office of Issue	 National Institute for the Empowerment of Persons with Visual Disabilities (Divyangjan) (NIEPVD) (Under Ministry of Social Justice & Empowerment Govt. of India) 116, Rajpur Road, Dehradun -248001 (Uttarakhand) India Tender Number No.20-1/2018-Admn 05.04.2018	
Tender No.	<u>No.20-1/2018-Admn .</u>	
Tender forms available at Website	www.nivh.gov.in , http://eprocure.gov.in	
Date and Time of Issue/Publishing	05.04.2018	9: 30 AM
Document download/sale start date and time	05.04.2018	9: 30 AM
Bid submission start date and time	05.04.2018	9: 30AM
Bid submission last date and time	25.04.2018	3:00 PM
Date and time of opening of bids	25.04.2018	4.00 PM
Place of opening of bids	National Institute for the Empowerment of Persons with Visual Disabilities (Divyangjan) (NIEPVD), 116, Rajpur Road, Dehradun, Uttarakhand, India	
Date of opening of financial bid	Will be intimated later	

On behalf of the Director, National Institute for the Empowerment of Persons with Visual Disabilities (Divyangjan) (NIEPVD), 116 Rajpur Road, Dehradun -248001 (Uttarakhand), India, on-line tenders through e-procurement portal are invited in single bid system from reputed registered contractors/firms for providing security services in reputed Government organizations. The description of the Job is as follows:

Sl No.	Name of the work	Specification	Approx Qty	Estimated value
1	Providing security services	To provide security services Service for the Institute.	20	Rs.5,50,000.00 per month approximately

The number of workers may increase or decrease as per requirement of the Institute.

Bidders shall have to deposit EMD of Rs. 1,20,000/- (Rupees one lakh twenty thousand only) in the form of demand draft in favour of the Director, NIEPVD payable at Dehradun along with the bid.

The tender document with terms and conditions is available on the Institute's Website www.nivh.gov.in, <http://eprocure.gov.in> for downloading purpose. A demand draft of Rs.1000/- + 18% GST totalling to Rs. 1180.00 (Not Refundable) should be paid in favour of the Director, NIEPVD payable at Dehradun with the Bid as tender fee amount. Bidder should submit the tender fee/EMD as specified in the tender. The original bid should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date i.e. between 5th April to 25th April, 2018 and time for the tender. Scanned copy of the instrument should be uploaded as part of the bid.

The Director NIEPVD, reserves the right to reject any or all on-line tenders without assigning any reason.

DIRECTOR
NIEPVD

SECTION-II

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS:

- (a) "The Purchaser" means the Director, National Institute for the Empowerment of Persons with Visual Disabilities (Divyangjan) (NIEPVD).
- (b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- (c) "The Contractor" means the individual or firm providing the services.
- (d) "The Security Services" means to provide Security Guards which will be provided by the Contractor under the contract.
- (e) "The Supply Order" means the order placed by the NIEPVD or its representative on the Contractor

2. ELIGIBLE BIDDERS:

This invitation for bids is open to the Registered firms with license from appropriate authorities and having successfully completed at least five tenures/years in Providing security services works in reputed Government organizations with latest contract license of Providing Security Guards, PF/ESI registration, Income Tax clearance certificate as given in **Annexure-I**. The Bidder must have a Permanent Account Number (PAN). A copy of PAN is to be submitted. The Bidder must have a currently valid GST Registration Certificate. A copy of GST Registration Certificate is to be submitted.

3. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of the bid. The First Party, will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

4. INSTRUCTIONS FOR ONLINE BID SUBMISSION:

- 4.1 Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-procurement portal is a prerequisite for e-tendering.
- 4.2 Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 4.3 After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 4.4 If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 4.5 It will be construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 4.6 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and they can be in PDF/xls formats. If there is more than one document, they can be clubbed together and can be provided in the requested format.
- 4.7 **Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.**
- 4.8 The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be accepted.
- 4.9 **The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document without any exception and have understood the entire document and are clear about the requirements of the tender requirements.**
- 4.10 The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time. The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bid online by the bidders at the eleventh hour.
- 4.11 Rates to be quoted in Indian rupee and the delivery on FOR at NIEPVD, Dehradun (UK).

5. BID DOCUMENTS:

The Bid Documents include:

- (a) Notice Inviting Tender (Section I)
- (b) Instructions to Bidders (Section II)
- (c) Terms & Conditions of the Contract (Section III)
- (d) Schedule of Requirements (Annexure I)
- (e) Format for Bid Form (Annexure II)
- (f) Price Schedule (Annexure III)
- (g) Format for Letter of authorization to attend bid opening (Annexure IV)
- (h) Format for Tender Acceptance Letter (Annexure V)

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect, will be at the bidder's risk and may result in rejection of the bid.

6. CLARIFICATION OF BID DOCUMENTS:

A prospective bidder, requiring any clarification of the Bid Documents shall notify the Purchaser online. The Purchaser shall respond online to any request for clarification of the Bid Documents in given specific date & time and clarification by the Purchaser shall be sent to the prospective bidder online. Any clarification issued by this institute in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to an amendment of relevant clauses of bid document.

7 AMENDMENT OF BID DOCUMENTS:

At any time, prior to the date of submission of bids, the First Party may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments. The amendments shall be notified online only through corrigendum, if any.

8. DOCUMENTS COMPRISING THE BID:

Online bids under one envelop/cover system should be submitted online on CPP Portal Website <http://eprocure.gov.in/eprocure/app>

The bid should contain the scanned copy of following documents. The documents shall be arranged in the same order as mentioned below with the checklist being on the top of documents.

(b) The Check list

- Tender Fee of Rs. 1180/- in the form of demand draft in favour of the Director, NIEPVD (non refundable);
- EMD/bid security of Rs. 1,20,000/- (Rupees One Lakh Twenty thousand only) in the form of demand draft in favour of the Director, National Institute for the Persons with Visual Disabilities, Dehradun;
- Experience certificate of any Govt, semi Govt/Private Organization for providing security services;
- Letter of Authorization to attend bid opening;
- Power of Attorney;
- Certificate of Incorporation/ Registration of Firm Certificate/ Memorandum and Articles of Association/ Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc. as the case may be;
- Copy of Income Tax Return for last two Financial Years;
- Copy of PAN;
- Copy of Sales GST Registration Certificate
- Copy of ESI/EPF registration certificate;
- Tender Acceptance Letter;
- Copy of License from appropriate authorities.
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IMPORTANT

- The bidders must carefully follow the instructions to submit the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>
- Tender Acceptance Letter should be filled, signed and stamped/certified properly.

9. BID FORM:

The bidder shall complete the Bid Form (Annexure-II) and the appropriate Price Schedule (Annexure-III) furnished in the Bid Documents indicating the services to be provided.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

The bidder should scan and submit online, as part of his bid documents establishing the bidder's eligibility; all the following documents or whichever is required as per terms and conditions of bid documents.

- (i) Certificate of Incorporation/ Registration of Firm Certificate/ Memorandum and Articles of Association/ Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc. as the case may be.
- (ii) Registration Certificate from the appropriate authorities;
- (iii) Copy of Income Tax Return for last two Financial Years
- (iv) Copy of PAN
- (v) Copy of GST Registration Certificate;
- (vi) Copy of ESI/EPF registration certificate with facility to make ESI and PF cards at Dehradun;

11. EMD/bid security:

The bidders shall furnish, as part of his bid, an EMD/bid security for an amount of Rs. 1,20,000/- (Rupees One Lakh Twenty thousand only) in the form of Demand Draft in favour of the Director, National Institute for the Empowerment of Persons with Visual Disabilities (Divyangjan), Dehradun valid for a period of 3 months from the date of tender opening and shall be delivered physically to the Director, National Institute for the Empowerment of Persons with Visual Disabilities (Divyangjan), 116, Rajpur Road, Dehradun on or before bid submission end date & time. **Tender fee also needs to be delivered physically at the same address on or before bid submission end date & time.**

The bid security of the unsuccessful bidder will be returned to the bidder at the earliest after evaluation of the bid and latest on or before the 30th day after the award of the contract.

The bid security may be forfeited:

- (a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on The Bid form Or
- (b) In the case of a successful bidder, if the bidder withdraws or amends the tender or impairs Or derogates from the tender:
. Or not providing the services within stipulated time as given in Supply Order

12. PERIOD OF VALIDITY OF BIDS:

Bid shall remain valid for one year after the date of bid opening. In exceptional circumstances, the Purchaser may request the bidder's consent for an extension to the period of bid

validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

13. SUBMISSION OF BIDS

While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid. Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.

Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time. The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the last moment.

14. LATE BIDS:

Any bid will not be strictly received by the NIEPVD after the deadline for online submission of bids is over.

15. OPENING OF BIDS:

Bid opening committee will open the bids online in the presence of bidders or their authorized representatives who chose to attend on opening date and time. Also the bidders can participate online during the bid opening process from their remote end through their dashboard. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A Format is given in Annexure IV).

A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening process physically. The date fixed for opening of bids, if subsequently declared as holiday by the Govt., the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened in the next working day, time and venue remaining unaltered.

16. CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion, ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

17. BID OPENING:

The purchaser shall shortlist those who are eligible and have submitted substantially responsive bid. Successful Bidders would be called to attend opening of bids.

The evaluation shall be done on L-1 and L-2 vendor of Total Cost of tendered items. Also the result of Financial Evaluation would be uploaded online on CPP Portal. If the L-1 vendor will fail to provide the services in the stipulated time, order will be cancelled and earnest money will be forfeited. Thereafter the order will be placed to L-2 vendor.

18. CONTACTING THE PURCHASER:

No Contractor/bidder shall try to influence the First Party on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded. Any effort by a bidder to influence the First Party in the Purchaser's bid evaluation, bid comparison or contract award, decision shall result in the rejection of the bid.

19. PLACEMENT OF ORDER

The First Party shall consider placement of orders for commercial supplies on those bidders whose offers have been found technically, commercially and financially acceptable and whose services have been approved/validated by the purchaser.

20. DIRECTOR NIEPVD RIGHT TO VARY QUANTITIES:

In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order within a period of twelve months from the earliest date of acceptance of Purchase Order.

21. DIRECTOR NIEPVD RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever.

22. DELIVERY:

The services of the Security Guards shall be made available by the Contractor in accordance with the terms specified by the NIEPVD in its Schedule of Requirements.

23. PAYMENT TERMS:

The payment will be made to the Contractor on receiving the Bill as indicated in the terms and conditions of the Contract.

24. TERMINATION FOR DEFAULT

The Director, NIEPVD may, without prejudice to any other remedy for breach of order, by written notice of default, sent to the supplier, terminate this contract in whole or in part.

- i) If the Supplier fails to provide the services of security services within the time period(s) specified in the order.
- ii) If the supplier fails to perform any other obligation(s) under the Contract; and
- iii) If the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the Director, NIEPVD may authorize in writing) after receipt of the default.

25. ARBITRATION:

In case of any dispute whatsoever, decision of the Director, National Institute for the Empowerment of Persons with Visual Disabilities (Divyangjan), Dehradun will be final. For any legal dispute, the territorial jurisdiction will be Dehradun, Uttarakhand only.

TERMS AND CONDITIONS OF THE CONTRACT

1. The scope of providing security staff through contractor is on contract basis, covering about 43 acres of the Institute complex.
2. The Institute complex within the compound wall includes Residential and non-Residential buildings like Hostels and Guest House, Family Quarters, Garages, Cycle Stands, Canteen, Helen Keller Bhavan, Training Centre for the Adult Blind, Model School for the Visually Handicapped, Women Hostel-cum-Training Centre, Manufacturing of Braille Appliances Unit with Stores, Central Braille Press, Design and Development Unit, Civil Engineering and MED Unit, Post Office, Bank, Regional Centre of NIOH, Pump Houses, Dispensary, Shishu Vihar, Sales Room etc., and open space covering complex, Gardening, Nursery, Trees, Electric Sub-Station etc.
3. Rates should be quoted as per the Minimum Wages Act, and include subscription under EPF Act, ESI Act, etc. taking into consideration the number of security staff and the existing statutory levies, weekly off, National Holidays, reasonable service charges of the contractor etc., per month for providing services in the complex to be specified by the competent authority from time to time and kept valid for one year from the date of submission of tender.
4. The Institute reserves the right to accept/reject all/or any of the rates/and offers either fully or partly without assigning any reasons.
5. The Contract of providing security staff will be awarded to the successful contractor on a trial basis for a period of six months in the first instance, which is liable to be extended further/curtailed at the discretion of the Director, NIEPVD. On satisfactory completion of the trial period, the contractor shall be liable to execute an agreement at his cost with the Institute for performance of the work for a period of two years including trial period or as mutually agreed to by both the parties.
6. The contract may be terminated by either party by giving three months' notice in writing either side.
7. The offer should accompany non-interest bearing EMD of Rs. 1,20,000/- (Rupees One Lakh Twenty thousand only) by means of Demand Draft in favour of the Director, NIEPVD, Dehradun on any scheduled Bank which is refundable without interest, on non-acceptance of tender, after the process of tender is over or after six months of the date of tender opening whichever is earlier.
8. The EMD of the successful tenderer shall be retained and adjusted against security deposit as per clause 3.1 of the contract.
9. The Contractor shall provide security staff services during hours (day/night shift wise) to be specified by the competent authority from time to time in respect of the Institute's property and premises during the period of the contract. The contractor shall carryout his obligations diligently and to the satisfaction of the Institute and shall ensure that the guard provided by them would exercise care, caution, reasonable and prudent judgment while discharging their duties.
10. The contractor shall be liable to pay wages to its security staff as per the Minimum Wages Act prescribed by the appropriate authority and shall discharge all its obligations under various statutes. It is also an obligation on the part of the contractor that no security staff worker is engaged beyond (eight) hours duty (shift wise) on every day/night and in the event of continuing any worker, beyond 8 hours, O.T. shall be paid by the contractor as per the relevant statutory provision.

The contractor shall be responsible more specifically for:

- a. Proper deployment of required security staff worker at specified times.

- b. Provision of weekly day of rest to the security guards and deployment of substitute in their place;
- c. Payment to the security staff as per the Minimum Wages Act;
- d. Compliance of all statutory provisions viz. PF, ESI contributions etc.;
- e. Submission of monthly bills with documents of remittances of PF/ESI contributions with schedules of workers covered;
- f. Submission of returns to the appropriate authorities;
- g. Issue of wage slips, PF statement cards, ESI Health Cards to the workers. Contractor will ensure to provide the ESI Health cards and PF service at Dehradun;
- h. Renewal and maintenance of Registrations and licenses under appropriate authorities.
- i. Maintenance of registers and other documents and submission to the appropriate authority for inspection.
- k. Timely payment of wages on prescribed date and time to the security staff and submission of compliance report with a copy of acquaintance roll. O.T. shall be paid for all work done on public holidays and national holidays as notified by appropriate authority at the appropriate rates,
- l. Any other legal or statutory duties as may be required under laws in force from time to time.

11. The security staff provided shall be the employees of the contractor and not of the Institute. The contractor shall follow prescribed procedure of giving notice to workers during their removal or transfer or on completion of the contract as per the labour laws.

12. The contractor shall ensure that no member of the security staff worker provided by it will be member of a trade union of the Employees of the Institute.

13. The contractor shall be responsible for replacement of any member of the security staff workers whose work or conduct is found unsatisfactory by the Institute or falling sick, proceeding on leave, or otherwise absent at no additional cost of the Institute.

14. The contractor shall ensure that the security staff worker provided by it should comply with the directions and instructions, which may be issued by the representative of the Institute from time to time.

15. The Contractor shall employ security staff worker under the direct supervision of a Department/Unit head at any of the following points/areas as per requisition on day to day basis:

16. Financial liability will be attached to the contractor for any loss incurred by the Institute when such loss is attributed to the negligence and/or collusion of the contractor's force at the Institute, which is to be determined by a joint enquiry comprising of representatives of the Institute and of the contractor. If the negligence is proved on the part of the security staff worker of the contractor, then the contractor shall reimburse the loss to the extent of its value as assessed by the Institute subject to a minimum of Rs. 500/- on each occasion.

17. The contractor shall indemnify the Institute against consequences on account of legal proceedings, the costs/damages/fines/losses, if any, complying with the relevant labour/statutory legislation/Acts by him which are in vogue and for which the Institute will not directly be held responsible.

18. Income Tax at source at prevailing statutory rate and 10% security deposit shall be deducted from each running bill of the contractor. The security deposit so deducted of a month shall be refunded (non-interest bearing) after 12 months regularly, subject to satisfactory compliance of the terms and conditions of the agreement including remittance of the statutory dues viz. P.F., E.S.I., etc. At a given time, there should be an amount as security deposit equivalent to 12 months deduction after completion of 12 months. Such balance of security deposit will be refunded to the contractor after the contract is over subject to satisfactory compliance of the terms and conditions.

19. The successful tenderer shall produce a certificate from the State Police Department regarding verification of antecedents of the security staff worker deployed for duty at the Institute.

20. Before the deployment of any security staff worker the contractor will submit to NIEPVD copy of I.D. in original for verification.
21. Bills shall be produced by the contractor every month before 3rd working day of the month along with copies of the challans of statutory remittances made by the contractor in the preceding month based on which the payments shall be made by the Institute, before the sixth working day. In case, the contractor fails to produce satisfactory compliance document regarding the remittance of the statutory dues of previous month viz., P.F., E.S.I., etc., along with the current bill, the contractor will not be paid the bill and that he will be responsible to ensure payment of wages to the labour before 10th day of the billed month, without plea of not receiving the payment of the current bill. The contractor shall be liable to arrange payment of wages through Bank before the 10th day of each completed month and a copy of the acquaintance roll shall be made available to the Institute immediately on disbursement of wages to establish that the wages paid shall not be less than minimum wages and all statutory deductions have been effected.
22. Contractor will make payment to the security staff worker before the representative of NIEPVD every month.
23. No escalation of rates during the period of contract is admissible, excepting statutory revisions under the Minimum Wages Act of the concerned Govt, P.F., E.S.I., etc., under the relevant law. The escalation is limited to only statutory revisions but not for service charges and other incidentals.
24. In case of any dispute as regards the interpretation of any clause of the contract or the execution of the contract the same shall be referred to the Arbitrator to be appointed by the Director, NIEPVD, Dehradun whose decision shall be final and binding.
25. The jurisdiction of the contract shall be the city of Dehradun.
26. In the event of the contractor's failure to comply with all or any of the provisions or breach of the contract, the Institute shall have the right to proceed against the contractor for damages which not only entails forfeiture of deposit and imposition of penalties but also termination of contract.

DIRECTOR

I hereby declare that after having carefully studied the above terms and conditions of the tender and having very well understood the implications thereof, I have accepted the same and offered my tender, as per schedule.

CONTRACTOR

ANNEXURE-I

SCHEDULE OF REQUIREMENTS

Sl No.	Name of the work	Specification	Qty	Rates validity
1	To provide security staff (Guards)	For security in the Campus of the Institute.	20	Two Years

The quantity may increase or decrease as per requirement of the Institute from time to time.

BID FORM

Tender No. Date.....

Name of the Tender/Work:

To,
(Name & Address of the Purchaser)

Dear Sir,

Having examined the conditions of contract and specifications including addenda Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver in conformity with conditions of contract and specifications for sum of _____ (Total Bid amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence deliveries within _____ months and to complete delivery of all the items specified in the contract within _____ months calculated from the date of issue of your purchase order.

If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 5 % of the contract sum for the due performance of the Contract.

We agree to abide by this Bid for a period of _____ from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

(Signature)

Signature of.....
in capacity of.....

Duly authorized to sign the bid for and on behalf of.....

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

**Subject: Authorization for attending bid opening on ----- (date) in the tender no. -----
----- of _____**

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of ----- (Bidder) in order of preference given below:

Order of Preference Name	Specimen signature
---------------------------------	---------------------------

I

II

Alternate Representative

authorized to sign the bid

Signatures of bidder Or Officer

documents on behalf of the bidder.

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

ANNEXURE-V

**TENDER ACCEPTANCE LETTER
(TO BE GIVEN ON COMPANY LETTER HEAD)**

Date:

To

Sub: Acceptance of Terms and Conditions of Tender

Tender Reference No. _____

Name of the Tender/Work :

Dear Sir/Madam,

1. I/We have downloaded/obtained the tender documents(s) for the above mentioned 'Tender/Work from _____ the _____ website(s) _____ namely _____
2. As per your advertisement, given in the above mentioned website(s), I/We certify that I/We have read the entire terms and conditions of the tender documents from Page No. ____ to _____ including all documents like Annexures etc. and I/We shall abide hereby, by the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety and agree to supply/commission/erect the equipments and complete the whole of the work and hand over to the purchaser within a period of _____ weeks from the date of date of supply order.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder with official seal)

PRICE SCHEDULE

ANNEXURE-III

(The Rates must be submitted online in the .xls format only)

1. Name of the e- tender/Work
2. The tender shall remain valid for acceptance, for one year from the date of opening of E-tender.
3. Place & date on which services of Security Service are to be provided : NIEPVD,116, Rajpur Road, Dehradun (UK)

Sl. No.	Item Description	Quantity	Units	Basic *Rates Rupees per month	Service Charge s in Rs.	P.F. in Rs.	ESI. In Rs.	Others (If any)	GST in Rs.	Total Amount without Taxes	Total amount with taxes.
1.	Security Guards										

*The rates should be quoted as per Central Government Minimum Wages Act

Signature of the Supplier

with seal

Address

Fax/E.mail

Tel no.

Station

AGREEMENT

THIS DEED OF AGREEMENT made on this 21st July 2015 BETWEEN the National Institute for the Visually Handicapped having its Head office at 116 Rajpur Road, Dehradun through its Director (Hereinafter called the First Party of the one part.

AND

M/s Guardwell Security Services (P) Ltd having its Regional Office at Mahadev Tower, IInd Floor, 39-Maharani Bagh, GMS Road, Ballupur, Dehradun (Hereinafter called the contractor) of the other part. The term first party unless excluded by or repugnant to the context shall be deemed to include its successor in office and the term contractor shall be deemed to include his heirs, executors administrators and assigns etc.

WHEREAS- the contractor with a proper licence obtained from the appropriate authority is carrying on the business of providing Safai Services on job contract basis to its clients.

AND WHEREAS on the assurance given by Contractor that he will provide proper and satisfactory Safai services on job contract basis including labour and material as directed by the first party, the first party has agreed to utilize the services of the contractor for providing Safai Services at its premises, 116 Rajpur Road, Dehradun for a period of 06 months in the first instance which is liable to be extended further or curtailed at the discretion of the Director, NIVH. On satisfactory completion of the trial period, the contractor will be liable to execute an agreement at his cost with the Institute for performance of work for a period of two years including trial period or as mutually agreed to by both the parties.

AND WHEREAS- the Contractor has deposited a sum of Rs.10,000 (Rupees Ten thousand only) as security deposit for due performance of his obligation arising out of this Agreement.

NOW THIS DEED WITNESSETH AS UNDER:

1. That the contractor shall well and truly provide Safai Services including labour and material on Job contract basis for the period of Six months commencing from 21-07-2015 at the premises 116 Rajpur Road, Dehradun in the following buildings:
(a) Model School for the visually Handicapped (b) Girls Hostel including its Mess and Dining Hall (c) Boys Hostels including Mess and Dining Hall (d) Vocational Training Centre (e) E2 Guest House (f) Department of Special Education & Studies (g) Helen Keller Building
2. That this agreement is valid for a period of six months commencing from 21-07-2015 which is liable to be extended for further period of two years or curtailed subject to providing satisfactory services on such terms and conditions agreed upon by and between the parties;

3. That the contractor has deposited a sum of Rs.10,000/- (Rupees Ten thousand only) by DD No..... dated drawn in favour of the first party.
4. That the Safai labours deployed by the contractor shall have to perform duties as assigned to them by the officer-in-charge cleaning through Safai supervisor.
5. That the contractor has assured the first party that he will always deploy competent cleaning (safai) labours and will provide Safai Services upto the satisfactions of the Ist Party.
6. That the first party shall pay to the contractor the following amount per month as detailed below
7. That the contractor shall be responsible for:
 - i) To provide proper Safai Services to the satisfactions of Ist Party;
 - ii) Proper deployment of required cleaning (safai) labours and material at specified times;
 - iii) Provision of weekly day of rest to the labour and deployment of substitute in their place;
 - iv) Submission of monthly bills with documents of remittances of PF/ESI contributions with schedules of labour covered.
 - v) Submission of returns to the appropriate authorities;
 - vi) Issue of wages slips, PF statement cards, ESI Health Cards to the labours;
 - vii) Renewal of maintenance registration and licence under appropriate authorities;
 - viii) Maintenance of registers and other documents and submission to the appropriate authority for inspection;
 - ix) Timely payment of wages in the Ist week of the month to the labours;
 - x) Any other legal or statutory duties as may be required under law for the time being in force;
8. That the Safai labours provided by the contractor shall be the employees of the contractor and not of the first party. The contractor shall following the prescribed procedure of giving notice to the labour for their removal or transfer or on completion of the contract as per law in force;
9. That the contractor shall ensure that no member of the Safai labour provided by him shall be member of Trade Union of employees of the first party;

10. That the contractor shall be responsible for replacement of any member of the Safai staff whose work or conduct found to be unsatisfactory by the first party or remains absent either on leave or on account of sickness at no additional cost to the first party;
11. That it will be obligatory on the part of the contractor to ensure that the Safai labour staff provided by him complies with the directions and instructions, which may be issued by the representative of the first party;
12. That the contractor shall employ 14 (fourteen) Safai labours under the direct supervision of supervisor at the following points/areas/timings daily as indicated below:

S. No.	Safai Services to be provided & timings	Areas to be covered
1.	Model School for the Visually Handicapped 8.00 AM to 4.00 PM	Complete building (including Rooms, verandahs, galleries, stairs, windows etc and back side) daily once by Vim, scented Phenyl and bleaching powder etc, Toilets (six times a day)
2.	Vocational Training Centre 8.00AM to 4.00 PM 9.30 AM to 5.30 PM	Complete building (including Rooms, verandahs, galleries, stairs, windows etc and back side) daily once by Vim, scented Phenyl and bleaching powder etc, Toilets (six times a day)
3.	*Girls Hostel including Mess & dining hall a)6.00 AM to 2.00 PM b)2.00 PM to 8.00 PM	a)Complete building (including Rooms, verandahs, galleries, stairs, windows etc and back side) daily once by Vim, scented Phenyl and bleaching powder etc, Toilets (twice a day) b)Cleaning of Utensils, equipment, dining tables, left over food in Thalis (after Breakfast, Lunch & Dinner) c)Cleaning of surrounding area including tiles, slabs, dining room, cooking room, drains, main holes etc by scented phenyl and bleaching powder etc.

*Toiles to be cleaned every hour.

4.	Boys Hostel including Mess & dining halls a)6.00 AM to 2.00 PM b)2.00 PM to 8.00 PM	a)Complete building (including Rooms, verandahs, galleries, stairs, windows etc and back side) daily once by Vim, scented Phenyl and bleaching powder etc, Toilets (twice a day) b)Cleaning of Utensils, equipment, dining tables, left over food in Thalis (after Breakfast, Lunch & Dinner) c)Cleaning of surrounding area including tiles, slabs, dining room, cooking room, drains, main holes etc by scented phenyl and bleaching powder etc.
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5.	E2 Guest House 10.00AM to 1.00 PM	a)Complete building (including Rooms, verandahs, galleries, stairs, windows etc and back side) daily once by Vim, scented Phenyl and bleaching powder etc, Toilets (twice a day) b)Cleaning of surrounding area including tiles, slabs, dining room, cooking room, drains, main holes etc by scented phenyl and bleaching powder etc.
6.	Department of Special Education & Studies 8.00 AM to 4.00 PM	a)Complete building (including Rooms, verandahs, galleries, stairs, windows etc and back side) daily once by Vim, scented Phenyl and bleaching powder etc, Toilets (every hour) b)Cleaning of surrounding area including tiles, slabs, drains, main holes etc by scented phenyl and bleaching powder etc.

13. That the particulars of the Safai labour along with 2 passport size photographs will be submitted by the contractor to the first party for the purpose of issuing an identity card.
14. That in the event of any theft of articles installed in the toilets or in possession with the blind students residing in the hostels, a compensation amount will be charged based on the recommendations of an enquiry committee looking into such matters. Instructions in this behalf will be given to all safai labour by the contractor from time to time.
15. That in the women's hostel, the contractor will provide only female safai labour and one of whom must stay present throughout the working period in the building of the hostel for keeping the hostel toilets and dining halls cleaned at all times. In every building given under the charge for safai to the contractor needs similar arrangement. Accordingly a proper duty chart should be prepared by the contractor so as to ensure that one safai labour remains present in the building for keeping the toilets clean.
16. That the contractor shall be liable to compensate the First Party for any loss caused to the first party due to negligence and/or collusion of the contractor's Safai Labour in the premises of the first party, which shall be determined by a joint enquiry conducted by the representative of the first party and the contractor. If the negligence is proved on the part of the Safai Labour of the contractor, then the contractor shall be liable to reimburse the first party the loss to the extent of its value as assessed by the first party subject to a minimum of Rs. 500/- on each occasion.
17. The contractor shall indemnify the first party against the loss suffered by the first party in defending any case of proceedings on account of non compliance of relevant labour laws statutory legislation/Acts in force by him.
18. That the contractor shall submit bills before 3rd working day of the month along with copies of the challans of statutory remittances made by him in the preceding month based on which the payments shall be made by the First Party, as far as possible before the sixth working day. In case, the contractor fails to produce satisfactory compliance document regarding the remittance of the statutory dues of previous month viz., P.F., E.S.I., etc., along with the current bill, the contractor shall not be paid the amount but nonetheless he shall be liable to pay wages to the

Safai labours staff on or before 7th day of the billed month and it would not an excuse to the contractor that the payment of the current bill has not been made to him.

19. That the contractor shall submit a copy of the acquaintance roll to the First Party soon after disbursement of wages.
20. Income Tax at source at prevailing statutory rate and 10% security deposit shall be deducted from each running bill of the contractor. The security deposit so deducted of a month shall be refunded (non-interest bearing) after 12 months regularly, subject to satisfactory compliance of the terms and conditions of the agreement including remittance of the statutory dues viz. P.F., E.S.I., etc. At a given time, there should be an amount as security deposit equivalent to 12 months deduction after completion of 12 months. Such balance of security deposit will be refunded to the contractor after the contract is over subject to satisfactory compliance of the terms and conditions.
21. No escalation of rates during the period of contract is admissible,
22. That in case of any dispute as regards the interpretation of any clause of the Agreement or its execution, the same shall be referred to the Arbitrator to be appointed by the First Party whose decision shall be final and binding. There shall be no objection to the contractor that the arbitrator appointed is an official of the Ist Party or that he has expressed.
23. That the Courts of Dehradun alone have the jurisdiction.
24. That in the event of the contractor's failure to provide satisfactory safai services or to comply with all or any of the provisions or breach of the Agreement, the First Party shall have the right to proceed against the contractor for damages which not only entails forfeiture of deposit and imposition of penalties but also termination of contract.
25. The contractor shall be responsible for execution of the said agreement.

IN WITNESS WHEREOF THE Parties to the Agreement have signed at Dehradun on the day, month and year above mentioned in the presence of witnesses.

WITNESS

First Party

1.

2.

Second Party

