

TATA INSTITUTE OF FUNDAMENTAL RESEARCH

Plot No.36/P, Gopanpally Village, Serilingampally Mandal, Ranga Reddy District.
Hyderabad - 500 107, Telangana, India.

Telephone: +91-40-2020 3020
Website: www.tifrh.res.in

Email: purchasegroup@tifrh.res.in

Date: 11-05-2018

Tender Reference No: TIFR/PD/CF18-9/180080

TENDER FOR PROVIDING ROUND THE CLOCK SECURITY SERVICES FOR TIFR PERMANENT CAMPUS AT GOPANPALLY, HYDERABAD

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TENDER ISSUED TO:

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SIGNATURE OF THE OFFICER
ISSUING TENDER

SIGNATURE OF THE TENDERER

NOTICE INVITING TENDER

Sealed tenders are invited by TATA INSTITUTE OF FUNDAMENTAL RESEARCH HYDERABAD from reputed, experienced & registered Contractors/ Security Agencies/ Organizations/Cooperative Societies having valid license under Contract Labour Regulation & Abolition Act, 1970 for providing Round the Clock Security Services at our permanent campus (adjacent to Central University of Hyderabad, Gachibowli), survey No. 36/P, Gopanpally Village Serilingampally (Mandal), Ranga Reddy District, Hyderabad (Plot A, Plot B & Plot C) on contract basis. The detailed tender can be downloaded from <https://www.tifrh.res.in/index.php/commercial-tenders>

- i. **Estimated cost: Rs. 116 Lakhs per annum.**
- ii. **Tender cost: Rs. 700/-** to be paid by DD/ BC in favour of "**TIFR Centre for Interdisciplinary Sciences**"(non-refundable) and payable at Hyderabad to be enclosed with technical bid.
- iii. **Earnest Money Deposit: Rs. 2,32,000/-** in the form of DD/BC from a Nationalized/Scheduled Bank and drawn in favour of "**TIFR Centre for interdisciplinary Sciences Hyderabad**" and payable at Hyderabad to be enclosed with technical bid.

Date for downloading of tender documents:

11-05-2018 to 31-05-2018 upto 13.00 Hrs.

Last Date & Time for submission of tenders:

31-05-2018 by 13.00 Hrs.

Date for opening of Technical Bids:

31-05-2018 at 15.00 Hrs. at the above address.

No firm / organization is exempted from furnishing the EMD under any circumstances. Exemptions from Govt. if any, shall be accepted only subject to approval of Competent Authority.

Late and delayed tenders will not be opened and summarily rejected. The detailed NIT and tender document are available on our website: <https://www.tifrh.res.in/index.php/commercial-tenders>

The Centre Director, TIFR Hyderabad, reserves the right to accept or reject the lowest tender or any tender in part or full without assigning any reason and his decision on all matters in this regard shall be final and binding.

**ADMINISTRATIVE OFFICER
(PURCHASE SECTION)
TIFR, HYDERABAD**

INSTRUCTION/GUIDELINES FOR TENDERERS

1. Contractors/ Security agencies meeting the requirements will submit tender under two-bid system. Tenders in the prescribed format duly completed in all respects and supported by relevant documents/proofs should be submitted in two separate sealed envelopes duly superscribed as " Technical bid " & " Price bid " put together in a single large envelope superscribed as "Tender for Round the clock Security Services at Permanent Campus of TIFR located at Gopanally, Hyderabad - Due Date: 31-05-2018 by 13.00 Hrs." addressed to The Administrative Officer, TIFR, Hyderabad – 500 107, and should reach by registered/speed post or be dropped in the tender box located in our campus office at Gopanally, Hyderabad on or before 31-05-2018 by 13.00 Hrs.
2. The Technical bid will be opened on 31-05-2018 at 15.00 Hrs. by the TIFR Tender Opening Committee in the presence of the Tenderers or their Authorized Representatives, present if any. However the contractors should bring the authorization letter duly signed & stamped on their letter head for attending the Technical Bid Opening.
3. A demand draft for Rs. 2,32,000/- (Two Lakhs Thirty Two Thousand Only) as Earnest Money Deposit (EMD) is required to be submitted along with technical bid.
4. The Price bids of only those agencies who qualify in the technical bid will be opened on stipulated date and time to be communicated at a later date.
5. All tenderers are advised to contact Admin Officer (040-2020 3020) who would coordinate, for visiting the site and inspect the duty points and also for acquainting themselves with the proposed work to be carried out before submission of their tenders during office hours with prior appointment.
6. If any information furnished by the agency is found to be incorrect/false at a later stage, the tender will be rejected and the firm will be liable to be debarred from tendering.
7. The TIFR reserves the right to accept or reject any or all the prospective applications in full or part thereof without assigning any reason whatsoever.
8. The tender form along with necessary enclosures duly filled in should be submitted in original on or before the due date and time. Deviation of this condition shall render the tender liable to rejection.

9. Each page of tender document should be signed by the tenderers with rubber stamp of the firm affixed on each page.
10. Unsealed, conditional/email tenders and tenders without Earnest Money Deposit or not on the prescribed form shall not be entertained.
11. Tenders submitted without EMD shall be rejected summarily.
12. Rates offered should be mentioned both in figures as well as in words and offer should be typed or legibly handwritten. Over writing is not acceptable. The tender will be valid for a minimum of 90 days from the date of its opening.
13. The technical Bid shall be opened at 15.00 Hrs on 31-05-2018 in the presence of tenderers or their authorized representative who may wish to be present at that time.
14. In case the date of receipt or opening of tenders is declared a Govt. holiday then the tender will be received/ opened on the next working day at the same time.
15. The tenderer may inspect the areas where the services are to be provided for assessing the work involved during office working hours with prior appointment.
16. The TIFR Hyderabad in public interest reserves right to accept or reject any or all tenders without assigning any reason and also to impose/relax any terms and conditions of the tender.

SCOPE OF WORK/ CONTRACT

The security agency will provide security services, on contract basis. The contractor shall himself/or through his authorized supervisor, supervise the work of the guards deployed by him under the contract. He will be responsible for maintaining the attendance and wage register of the guards deployed and shall report to the Administrative Officer / In-Charge, Administration of TIFR Hyderabad as per requirement to guard TIFR round the clock throughout the year as detailed under.

- i) Protection of land, buildings, fittings and fixtures therein; plant & machineries, equipments installed (including outdoor), office records, movable and immovable properties from theft, pilferage, trespassing etc., within the Campus of TIFR located at Gopanpally, Hyderabad.
- ii) Safety of trees, shrubs, electric overhead installations, water pipelines, boundary walls etc. and fresh additions/installations from time to time during the contract period.
- iii) To maintain security check-points/vigil to allow the entry of Officers and Staff of the TIFR only after verifying their identity.
 - To permit the entry of visitors/ staff of other departments only after confirming from the designated Officers of TIFR that the entry is for the official purpose and to ensure issue of visitors pass by maintaining the necessary records thereof.
 - To permit entry of the Official vehicles of the TIFR and Private vehicles of the officers and staff of the TIFR after ensuring that only the authorized persons are inside the vehicle.
 - To permit private vehicles only after check and the necessary permissions under which material is being brought to or taken out of TIFR and accordingly allow its entry/exit.
 - To issue a temporary visitors pass for the Officers/staff not having the Identity Cards after necessary approval of the designated officers of the TIFR.
- iv) Entry of Officers/Staff during the Holidays and before/ after working Hours:
 - a. Officers/Staff may not be permitted to enter on Holidays or before a specified time in the morning and remain in office premises up to a specified time after working hours unless a special permission is available from the designated officers. The

presence of officers/staff during such period would be restricted to official purposes.

- b. Security persons will be responsible to maintain a record of the incoming and outgoing staff cars in working days and in holidays. A register would be maintained for entry of the officers/staff who are coming to office during holidays.
 - c. Entry would also be made in a register about the details of the official vehicles and their timings of entry/exit during holidays and before and after working hours.
- V) Issue of Gate Passes for stores/material coming in and going out of the premises based on verification of permissions granted by authorized officers/Scientists for the same.
- i. No Security Guards/Supervisors will be deployed on duty exceeding eight hours shift on round the clock basis.
 - ii. No part of the TIFR land measuring about 209 acres at Main Campus Gopanpally, Hyderabad is trespassed encroached or squatted upon or suffer from any unauthorized occupation or use.
 - iii. The Institute gets a number of distinguished visitors from within India and abroad who are to be handled very carefully/ courteously.
 - iv. The contractor will be required to provide total security and vigilance to the entire campus, to the properties of the Institute including valuable and delicate instruments worth crores of rupees and to the employees.
 - v. Carrying out necessary Security check at the Entry and Exit Gates and also at the Reception.
 - vi. Handling reception desk including the visitor management, phone calls and movement of documents and materials both inward and outward with proper documentation and check at the counter.
 - vii. Managing the telephone booth near the reception including proper accounting of transaction and remittance of the collections.
 - viii. Record keeping and the monitoring the movement of Institute vehicles.

- VI) Maintaining proper traffic and parking discipline inside/outside the Institute premises.
- VII) Handling Guest House/Hostel Keys, Guest assistance and the billing for Guest House/Hostel stay as per instruction by the Administration.
- VIII) Handling room/office/lab keys of the all rooms/offices/labs in the main building/service building-1/service building-2 of the Institute and extending assistance to staff members in opening and closing their rooms/offices/labs on demand, with due authorization.
- IX) Maintenance of occurrence register with details of by various security related assignments, activities and important occurrences round the clock.
- X) Ensuring closing of all office rooms and extra entry points on the corridors after office hours and on holidays.
- XI) Informing the police/lodging complaints (with the permission of the designated officer) in case of any theft, offence or any other warranting circumstances.
- XII) Shift Timings will be informed to the successful contractor.

TECHNICAL BID

Tender for providing Round-the Clock Security services at TIFR, Hyderabad at Gopanpally, Hyderabad.

1.	Name of the Organization/Firm, location of Registered Office with complete address with Telephone/Fax Nos. and e-mail address. For outstation Agencies Address of Registered local branch office and contact Nos.	
2.	Does the firm have experience of providing satisfactory security services in Central Government /Autonomous bodies/Research organizations/reputed private sector companies where 50 or more than 50% of security personnel (preferably ex-service man) were deployed with one contract value of a single contract value of minimum 70,00,000/- per annum or two similar contracts of Rs. 46,00,000/- each per year or three similar contracts of value if Rs. 23,00,000/-each per annum should have been executed and completed during last 7 years and at-least one should be a running contract ? If yes, then firm should attach with the technical bid, experience certificates in original or a certified copy (duly attested by a gazette officer with name and designation)issued by such Organizations not earlier than 3 months from the date of this Tender.	
3.	Details of present contracts, clientele list with performance certificate for past 5 years	
4.	Financial resources, assets in terms of firm's property (fixed and movable) held.	
5.	Service Tax and Professional Tax Registration. (Copy of the same may be attached.)	
6.	Registration with the Labour Dept. of the Central Govt. (attach a copy of the Registration certificate.)	
7.	Registration with local EPF authorities (Enclose the copy of same)	
8.	Registration under Shops & Estt. Act (Attach a copy of same)	
9.	Registration under ESI Act (Attach a copy of same)	

10.	Has the firm attached acceptance to the scope of work, terms and conditions etc. duly signed on all pages?	
11.	Registration/License under PSARA ACT (Attach Copy of the same)	
12.	Details of EMD of Rs.2,32,000/- in the form of Demand Draft/Banker's cheque from a Scheduled/Nationalized Bank.	
13.	Average annual turnover during last 3 years ending 31 st March of previous financial year should be at least Rs.80 Crores and should be certified by CA on their letterhead duly signed & stamped (As per attached format at Annexure C, Page No. 29)	
14.	TAN & PAN of the firm	
15.	Solvency certificate of an amount not less than (Rs.10 Lakhs) issued by a national bank within the last (six months) to be attached.	
16.	Income Tax returns for past 5 years.	
17.	Has the firm attached an affidavit in the prescribed format to the effect that it has never been blacklisted (Annexure B)	
18.	Any other information	

Place:

Signature of Tenderer

Date:

Address.

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

1. The contractor should provide passport size photographs of the workers working in this Institute along with their Bio-data and police clearance certificate.
2. All tenderers are advised to contact Administrative Officer / In-Charge, Administration of TIFR who is the Coordinating Officer, for visiting the site and inspect the duty points and also acquainting themselves with the proposed work to be carried out before submission of their tenders.
3. **SECURITY SUPERVISORS & GUARDS:**

All the Security guards should have minimum qualification of **SSC** or equivalent and age below 35 years. Character assessment, the discharge certificate should indicate good to exemplary character. They should be able to read, write and speak English, Hindu and Telugu.
4. All the guards provided by the contractor should have also been trained in Fire Fighting.
5. No accommodation or departmental transport will be provided by this Institute for the contractor's staff.
6. The entire administration of the security personnel will be the responsibility of the Contractor. The contractor will provide them the uniforms, liveries etc. at his own cost. The security personnel should wear uniform as approved by the Institute while on duty, compulsorily. The contractor will conform to all norms applicable to him under the ESI Act, EPF Act and Minimum Wages Act etc. and make payment of wages as per agreed rates.
7. TIFR, however, expect that the contractor's personnel while working in our campus will be totally loyal to the Management of TIFR and will not give any room for complaint. ***And they should wear uniform as approved by the Institute while on duty compulsorily.***
8. The names, parentage, residential address, age, etc. of the persons deployed should be submitted to this office before deployment.
9. For purpose of proper identification of these employees of the contractors deployed at various points, all the Guards/Supervisor should wear name badges and carry ID Card at the time of performing duty.
10. The Administrative Officer / In-Charge, Administration of TIFR or

his nominee or the Security Supervisor of TIFR shall be at liberty to carry out surprise check on the persons so deployed by the contractor in order to ensure that required number of persons are deployed and that they are doing their assigned duties.

11. The contractor is required to provide a field supervisor for monitoring and supervising the contractual staff and maintain the attendance register of the contractual guards deployed under the contract. He will also take instructions from the Security supervisor or Administrative Officer / In-Charge, Administration and accordingly issue necessary instructions to his workmen to carry out the work efficiently and smoothly without creating any problems.
12. Canvassing in any form in connection with the tender is strictly prohibited and the tender submitted by the contractors who resorts to canvassing will be liable for rejection.
13. If the contractor(s) selected for the work fails to sign the formal agreement within 15 days from the date of receipt of award of work or fails to take up the assignment or fails to commence the work on the date specified in the Award Letter, the Earnest Money Deposit amount of **Rs.2,32,000/-** is liable to be forfeited.
14. The tenders will be valid for a minimum period of 180 days from the date of its opening.
15. The contractor shall pay the minimum monthly wages (Central) fixed by the Chief Labour Commissioner (Central), Delhi, Govt. of India, Ministry of Labour & Employment, vide Order No. 1/17(7)/2014-LS-II, dt. 29-09-2014 notified under S.O 2288(E), for skilled supervisor guards and semi-skilled guards engaged in "Employment of Watch and Ward" (without Arms) under the Minimum Wages Act as applicable in Hyderabad.
16. **PAYMENT: The contractor should pay the wages to the contractual staff before expiry of 7th day of every month and claim for reimbursement. The bill/invoice should be submitted in duplicate supported by the Electronic Challans for ESI, EPF (duly certified by the contractor) and Bank details/statement duly certified by the bank for payment of wages along with the attendance register copy in proof of attendance, attested by the contractor in Original and countersigned by the Security Supervisor and/or In-Charge, Administration of TIFR on each page along-with a certification of satisfactory performance, unless otherwise. Service Tax challan of the month for proof of remittance should be submitted for reimbursement in the following month bill.**
17. The contractor should submit your annual returns Online in the

Shram Suvidha Portal of the Ministry of Labour is mandatory.

18. The contractor should submit the wage bill/invoice for reimbursement as per details/table given below on his letter head latest by 10th of following month:-

- a. Bill No. _____ Date _____
 b. Name of the company:
 b. Contract for _____
 c. Award letter Number & Date:
 d. Date of commencement of the contract:
 e. Wage bill for the month _____ date _____

Sl. No.	Name of worker	Empl. Code No.	EPF NO.	ESI No.	@ Basic/ Minimum Wage. As per GOI (C)	No. of days Work ed.	Total Wage	Employee's contribution		Take home Salary	Employer's contribution		
								EPF 12%	ESI 1.75%		EPF 12%	EDLI 1.15 %	ESI 4.75 %

Note: Deduction Schedule showing the individual details of deductions of EPF and ESI should tally with the wage bill.

20. The contract will be awarded for a period of one year which may be extended on same terms and conditions as are mutually agreed upon in second year based on the satisfactory completion of the previous year, the contract may be extended for the 3rd year on the same terms & conditions mutually agreed upon based on satisfactory completion in previous 1st and 2nd year contract. However, service charges / administrative charges quoted by the contract should be same as quoted in first years' contract.
21. Enhancement in Administrative/Service charges, on any ground will not be entertained during the tenure of the contract.
22. The contractor will be responsible for the administration of persons deployed by him.
23. The Supervisors/Guards engaged by the contractor should strictly follow the discipline/security rules of this Institute.
24. Contractor should quote reasonable service charges in Rupees per person per month taking into consideration the TDS deducted as applicable and not 'Zero' or 'Nil'. If the service charges are found unreasonable the tender will be rejected without assigning any reason.
25. The successful contractor shall issue identity cards/name badges to his workers duly signed by him. The identity card shall bear

- i) Contractor's name and address
 - ii) Name of the worker
 - iii) Validity period etc
 - iv) Photograph of employee
26. 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 activities, riot, or disorderly conduct, the contractor shall withdraw such person from the campus within 24 hours and he has to deploy new Labour in his place.
27. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of the Contract Labour Regulation & Abolition Act, 1970 as amended from time to time or furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect they shall without prejudice to any other liability pay to the TIFR, Hyderabad, a sum as may be claimed by TIFR.
28. The contractor shall keep the TIFR indemnified against all claims of whatsoever nature in respect of the employees deployed by the contractor and any financial or any other liability. In case any Labour of the contractor so deployed either during performance of the duty or removal, enters into dispute of any nature whatsoever, it will be the responsibility of the Contractor to contest the same, and TIFR will not take any responsibility whatsoever on the outcome of such disputes.
29. The contractor shall be responsible for fulfilling all his statutory obligations towards the persons deployed under law, namely, under the Minimum Wages Act. P.F. Act, ESI Act, Bonus Act, Maternity Benefit Act, Shops and Establishment Act, etc. as applicable and amended from time to time. The contractor shall be responsible for deposit of employees and Principal employer's share of statutory contribution towards ESI/EPF with the concerned department/authorities at his own level and maintenance such record as per rules. He will be required to submit a copy of ECR (Electronic Challan Receipt) of the amount deposited on account of the statutory contributions along with the bill of subsequent month for reimbursement, failing which the payment of service charges of the following month will be with-held. The payment will be released to him towards his service charges after deduction of income tax or any other Government dues, after the submission of attested copies of Recovery Schedules and other statements in the required formats for all employees, copy of Bank Challan(s)/Scroll(s) as a proof of having deposited the said amount for the period concerned before the reimbursement of the wages bill of staff is claimed. The contractor shall ensure that the cheques issued by him should not be dishonored under any circumstances. He will also arrange to

open such EPF/ESI accounts of all the employees deployed by him. The successful Contractor if operating from outside of Hyderabad but having branch office in the city will have to obtain EPF/ESI sub-codes in Hyderabad within 2 months of award of Contract for administrative convenience.

Any breach of the compliance of such formalities on more than two occasions during the currency of the contract shall invite action for imposition of penalty, apart from the cancellation of the contract without any notice. The responsibility for issuance of Annual Statements of EPF deposits and ESI cards to its employees solely lies with the Contractor.

30. The contract can be terminated on any of the following contingencies:
- a) On expiry of the contract period.
 - b) By giving one month advance notice by TIFR on account of:
 - i) Un Satisfactory performance of the contract (as per tender terms and conditions).
 - ii) Losses suffered by TIFR due to lapse on the part of the contractor/his supervisor/workers
 - iii) For committing breach by the contractor of any of the terms and conditions of contract;
 - iv) On assigning the contractor or any part thereof or any benefit or interest therein or there under by the contractor to any third person for sub-contracting whole or part of the contract.
 - iv) On violation of any Labour laws as per Contract Labour (Regulation & Abolition) Act, 1970, as amended from time to time.
 - v) On contractors being declared insolvent by the competent Court of Law.
 - vi) The contractor provides unsatisfactory services.
31. During the notice period of termination of the contract in the contingencies contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.
32. It shall be the duty of the contractor to withdraw all the persons deployed by him on expiry/termination of the contract and will ensure that no person creates any disruption/hindrance or problems of whatsoever nature to TIFR.
33. **SECURITY DEPOSIT:** The successful tenderer will have to pay an amount of **Rs. 11,60,000/- (Rupees eleven lakhs sixty thousand only)** as a security deposit in the form of account payee demand draft/bank guarantee from SBI or any one of the

nationalised banks in an acceptable form. Security Deposit should remain valid for a period of sixteen months from the date of commencement of Contract and would be released only after one month from the date of satisfactory completion of the contract.

34. EMD: EMD shall be refunded to unsuccessful tenderer, after finalization of the tender. The EMD of the successful tenderer shall be returned to him on receipt of the Security Deposit or adjusted in the security deposit.
35. All payments will be reimbursed to the contractor by E- payment mode namely Electronic Clearance System (ECS); National Electronic Fund Transfer (NEFT), Real Time Gross Settlement (RTGS); net Banking by direct credit to the account of the beneficiaries, after completion of every month on submission of bills along with pre-receipt by the contractor. Any additional conditions incorporated by the contractor in the tenders are liable to be rejected.
36. Income Tax will be recovered from the contractor's monthly bill as per the Govt. of India's order and necessary TDS certificate will be issued to him as a proof of having deducted the tax.
37. The contractor should not allow his workers to conduct any union activities in the campus of TIFR.
38. The manpower deployed by the contractor are solely employees of the contractor & they have no right to claim for any compensation or regular appointment in TIFR and does not own any responsibility / liability whatsoever either for absorption / continuation or for regularization or compensation etc on whatsoever grounds and/or reasons. The contractor should provide a copy of appointment order issued by him to the workers.
39. All disputes arising from this contract in respect of personnel posted at TIFR concerning their wages or any other matter connected with their service conditions under relevant Labour Laws are solely and wholly the responsibility of the Contractor. The TIFR will be free from all encumbrances either from the Government or from any other sources.
40. In the event of any question, difference/dispute arising under this agreement or in connection herewith (except as to matters the decision of which is specially provide under this contract) the same shall be referred for sole arbitration of Centre Director, TIFR Hyderabad or his nominee.
41. The award of the arbitrator shall be final and binding on both the parties. In the event of such arbitrator to whom, the matter is or

originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever the Centre Director shall appoint another person to act as arbitrator in place of the outgoing arbitrator in accordance with terms of the agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.

42. That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to TIFR and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act, Workman's Compensation Act 1923, payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965. The Minimum Wages Act, 1948, Employer's Liability Act, 1938, Employment of Children Act, 1938 and/or any other Rules/regulations and/or statutes that may be applicable to them and shall further keep the TIFR 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 fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these the TIFR shall be entitled to recover any of the 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.
43. The arbitrator from time to time with the consent of all the parties enlarge the time for making (and publishing) the award.
44. The arbitrator may give interim award(s) or direction(s) as may be required.
45. Subject to the aforesaid provisions, the Arbitration Act, 1940 and the rules made hereunder with any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
46. TIFR Hyderabad GST NO is: 36AAATT3951F2ZG. GST rule will be applicable with effect from 01.07.2017 as per GST regime. The applicable TDS /other charges if any as per GST rule will be deducted.
47. The contractor should submit a valid GST Registration document / certificate etc.
48. The TIFR will reimburse Goods and Services Tax (GST), payable, if

any on the bill by the contractor to the authorities concerned and it will be the responsibility of the contractor to pay such an amount only if he is liable to pay GST under the relevant Act/Rule/Orders of Govt. of India/State Govt.

49. In the event of exigencies arising due to the death, infirmity, insolvency of the contractor or for any other reasons or circumstances, liabilities of the contract shall be borne by the following on such terms and conditions, TIFR may think proper in public interest:
 - Legal heirs in case of sole proprietor
 - The surviving partners in the case of a partnership firm otherwise, TIFR shall reserve the right to settle the matter
 - according to the circumstances of the case as it may think proper.
50. That the contractor shall ensure that the persons so deployed do not allow any property of the TIFR to be taken out of the premises without a Gate Pass signed by the designated officials of the Institute. As a safeguard against any dishonesty connivance and/or ulterior motive, the specimen signature of the officials designated and authorized to sign the gate pass will be intimated in writing to the contractor along with subsequent changes, if any. The Administrative Officer / In-Charge, Administration of TIFR shall take necessary steps to ensure compliance and necessary action in this respect.
51. All the bills should be submitted on his letter heads, duly signed and pre-receipted.
52. If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Security Deposit shall be forfeited without any claim whatsoever on TIFR and the contractor is liable for action as appropriate under the extant laws.
53. No person(s) has/have been engaged on contract basis in this Institution without the prior approval of the competent authority.
54. The Contractor shall provide replacement in case the security personnel engaged by the contractor are proceeding on leave. This will be at no additional expense to the Institute.
55. None of the security personnel engaged by the Contractor shall enter into any kind of private work at different locations of the Institute during working hours or otherwise, failing which penalty will be imposed as per rules. The employees should not be put in different shifts at other locations & they should not be employed

by other agencies to do so also.

56. The Security Guards and Security Supervisors shall be normally required to work in three shifts basis. No Security Guard/Supervisor will be allowed to perform double duty/on continuous basis unless authorized by the Officer/s of the Institute. **No security personnel of the Contractor/Agency shall work for more than 26/27 days in a month or as specified by Labor Laws. Paid weekly off is mandatory.**
57. These General Terms and Conditions of the Contract shall be a part of the contract Agreement signed with the contractor.

DECLARATION

I/We,have fully read the terms and conditions of the Tender and I/We, fully agree for the same.

Name & Address of the Tenderer

Signature of the Tenderer

**FORMAT OF AGREEMENT FOR ROUND THE CLOCK SECURITY
SERVICES AT TIFR Campus AT HYDERABAD**

This AGREEMENT made on this _____ day of _____ between the Tata Institute of Fundamental Research, Hyderabad (an autonomous institution of Department of Atomic Energy, Government of India) of the ONE PART.

And

M/s _____
at _____

_____ (hereinafter referred to as Contractor) of the OTHER PART.

WHEREAS the TIFR is desirous of giving a job contract for providing the security arrangement at the TIFR, Hyderabad Campus located at Gopanpally, Hyderabad (hereinafter referred to as Institute) and whereas the Contractor has offered to provide the security arrangement on the terms and conditions hereinafter stated.

WHEREAS the Contractor has represented that he is a registered Contractor under the provisions of Contract Labour (Regulation and Abolition Act.), 1970 and registered with DG (Resettlement) and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the contractor at his own expenses, etc. and the contractor shall report the compliance thereof to the TIFR.

The contractor shall be solely liable for any violation of the provision of the said Act or any other Act.

WHEREAS TIFR has agreed to award the contract of work of security arrangements and keep a strict watch and ward of the land and properties as mentioned in the tender document.

AND WHEREAS the contractor has agreed to furnish to the Institute a security deposit of **Rs. 11,60,000/-** _____ (**Rupees eleven lakhs sixty thousand only**)

_____) by way of account payee demand draft/bank guarantee from SBI or any one of the nationalised banks in an acceptable form in favour of TIFR Hyderabad

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to as under:

A. GENERAL CONDITIONS

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the 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 the TIFR shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of providing security arrangements, the contractor shall formulate the mechanism and duty assignment of Security personnel in consultation with Administrative Officer / In-Charge, Administration of the Institute or his nominee. Subsequently, the contractor shall review the security arrangement from time to time and advise the Administrative Officer / In-Charge, Administration of the Institute, for further streamlining their security system. The contractor shall further be bound by and carry out the directions/instructions given to him by the Administrative Officer / In-Charge, Administration of the Institute or the officer designated in this respect from time to time.
3. The Administrative Officer / In-Charge, Administration of the Institute or any other persons authorized by him shall be at liberty to carry out surprise check on the persons so deployed by the contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case any of the persons so deployed by the contractor does not come upto 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 Institute in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Administrative Officer / In-Charge, Administration of the Institute in case of any of the aforesaid acts on the part of the said person.

B. CONTRACTOR'S OBLIGATIONS

1. That the Contractor shall provide security and keep watch and ward of the land and properties as detailed in Tender Document as deemed fit by him in consultation with the Administrative Officer / In-Charge, Administration or security supervisor.
2. That for performing security duties, the contractor shall deploy persons round the clock in eight hours shifts only. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. It is further agreed that the Contractor shall engage medically and physically fit persons preferably below the age of 40 years for security duties. Only properly trained Security personnel of integrity and good conduct are to be deployed by the contractor.
3. That the Contractor shall submit details of the names, parentage, residential address, age, etc of the persons deployed by him in the premises of the Institute for the purpose of proper identification of the employees of the contractor deployed at various points, he shall issue identity cards bearing their photographs/Identification, etc. and such employees shall display their identity cards at the time of duty.
4. That the Contractor shall ensure that the persons so deployed do not allow any property of the TIFR to be taken out of the premises without a Gate Pass signed by the designated officials of the Institute. As a safeguard against any dishonestly connivance and/or ulterior motive, the specimen signatures of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the contractor along with subsequent changes, if any. The Administrative Officer / In-Charge, Administration of the Institute shall make suitable arrangement to ensure compliance.
5. The Contractor shall report promptly to Administrative Officer / In-Charge, Administration or designated Officer of the Institute any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the contractor to ensure security and safety of all the property and assets movable and immovable of the Institute and if there is any loss to the Institute on account of dishonesty, and/or due to any lapse on the part of the contractor or his worker, the contractor shall make good on demand the loss to the Institute.
6. That the Contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to TIFR and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act, Workman's Compensation Act, 1923, payment of Wages Act, 1936. The Employees Provident Fund (and

Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965. The Minimum Wages Act, 1948, Employer's Liability Act, 1938, Employment of Children Act, 1938 and/or any other Rules/regulations and/or statutes that may be applicable to them and shall further keep the TIFR 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 fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these the TIFR shall be entitled to recover any of the 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.

7. That the Contractor shall submit the proof of having deposited that amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at Institute Buildings in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution shall be withheld till submission of required documents.
8. That the contractor shall particularly abide by the provisions of Central Minimum Wages Act, 1948 with Rules framed there-under, as amended from time to time.
9. That the Contractor shall be required to maintain permanent attendance register/roll within the building premises which shall be open for inspection and checking by the authorized officers of Institute.
10. The Contractor will ensure that payment of wages to the contractual employees is made by the 7th of every month and wage slips are issued to every employee. The contractor shall make payment to the workers by depositing the payment towards the wages in their bank accounts and submit the bank details to the office duly certified by the bank with the bill for verification. This obligation is imposed on the contractor to ensure that he is fulfilling his commitments towards his employees so deployed under various Labour laws, having regard to the duties of TIFR in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions un-authorized made, maintenance of wages book, wage slip, publications of scale of wages and terms of employments, inspection and submission of periodical returns.

11. That the uniforms supplied by the contractor at his own cost to the persons deployed for this work shall include Bush-shirt, army cut, anklets, ankle boots, web belt (with baton strap), baton beret with ceremonial heckle, whistle, loaded torches etc. The seasonal equipment such as Jerseys, grey coats in winters and rain coats in monsoon shall also be provided by the contractor at his cost and TIFR shall have no liability whatsoever on this account. The uniform shall be approved by the Administrative Officer / In-Charge, Administration of TIFR.
12. The Contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of TIFR.
13. That the Contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, 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 provision of Contract Labour (Regulation Abolitions) Act, 1970 as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, they shall without prejudice to any other liability pay to the TIFR a sum as may be claimed by the TIFR.

C. TIFR Hyderabad OBLIGATIONS

1. That in consideration of the service rendered by the contract or as stated above he shall be paid a lumpsum of Rs. _____ on _____ basis. Such payment shall be made by the 10th day of the month on the basis of the bills raised by the contractor and duly certified by the officer designated by TIFR in this regard.
2. That the aforesaid lumpsum amount has been agreed to be paid by TIFR to the Contractor.
3. That payment on account of enhancement/escalation charges on account of revision in wages by the appropriate Govt. from time to time shall be payable by TIFR to the contractor.
4. That the TIFR 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 shall be admissible on production of proof of deposit of the same by the contractor.

D. INDEMNIFICATION

1. That the Contractor shall keep the TIFR Indemnified against all claims whatsoever in respect of the employees 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 TIFR is made party and is supposed to contest the case, the TIFR will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the contractor to TIFR on demand. Further, the contractor will ensure that no financial or any other liability comes on TIFR in this respect of any nature whatsoever and shall keep TIFR indemnified in this respect.
2. The Contractor shall further keep the TIFR indemnified against any loss to the TIFR property and assets. The TIFR 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.

E. PENALTIES/LIABILITIES

1. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at their risk and cost.
2. That if the contractor violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of officer authorized by the TIFR in this behalf, a penalty leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.
3. The security money deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage if any, sustained by the Institute 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.

F. COMMENCEMENT AND TERMINATION

1. That this contract shall come into force w.e.f.16 July 2018 against awarding contract to successful contractor and shall remain in force for a period of one year. This contract may be extended on such terms and conditions as are mutually agreed upon on satisfactory completion of contract during previous years.
2. That this agreement may be terminated on any of the following

contingencies:-

- a) On the expiry of the contract period as stated above.
- b) By giving one month's notice by TIFR on account of
 - i) Un Satisfactory performance of the contract (as per tender terms and conditions)
 - ii) For committing breach by the contractor or any of the terms and conditions of this contract.
 - iii) On assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the TIFR.
- c) On contractor being declared insolvent by the Competent Court of Law.

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 the notice period.

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 for TIFR.

G. ARBITRATION

1. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is especially provided under this agreement) the same shall be referred to the sole arbitration to Centre Director TIFR, Hyderabad or his nominee.
2. The award of the arbitrator shall be final and binding on their parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the TIFR shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
3. The Arbitrator may give interim award(s) and/or directions, as may be required.
4. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modifications are there of from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

For and on behalf of Tata Institute of
Fundamental Research, Hyderabad

For and on behalf of the
Contractor

WITNESS

- 1.
- 2.

AFFIDAVIT

I/We, (Name) _____

Contractor/ Partner/Sole Proprietor (Strike out word which is not
Applicable) of the (Firm)

do hereby solemnly affirm and declare that the individual firm/companies
are neither blacklisted by the Union or State Government nor any
Partner/Shareholder thereof is directly or indirectly connected with or
has any subsisting interest in business of my/our firm.

DEPONENT:

Address: _____

VERIFICATION:

Verified that the contents of above affidavit are true and correct to the
best of my knowledge and beliefs. No part of it is false and nothing has
been kept concealed there from.

DEPONENT:

Place: _____

Dated: _____

(Note: To be furnished on non-judicial stamp paper duly attested by the
Oath Commissioner)

(Annexure – C)

Audited Annual Turnover

S.No.	Financial/ Accounting Year	Profit (Rs.)	Loss (Rs.)	Annual Turnover (in INR)
1.				
2.				
3.				

Authorized Signatory with Seal

Note:

This Annexure – C should be certified by Chartered Accountant (CA) as per the format given above duly signed and stamped by the CA on the letterhead.

(Annexure – D)

PRICE BID

The Contractor has to quote only the Service Charges/Profit **in Rupees Per Person Per month** in the table below:-

S.NO	PAYMENT COMPONENTS	SECURITY SUPERVISOR WITHOUT ARMS PER HEAD	SECURITY GUARD WITHOUT ARMS PER HEAD
1.	Basic Wages	18018.00	16562.00
2.	Variable Dearness Allowance	1014.00	936.00
3.	Sub Total	19032.00	17498.00
4.	Leave Wages @ 4.81% on S.No 3	915.44	841.65
5.	PF @ 13.15% on S.No 3	2502.71	2300.99
6.	ESI @ 4.75% on S.No 3	904.02	831.16
7.	Bonus @ 8.33% on S.No 3	1585.37	1457.58
8.	Total amount payable to worker (3 to 8) including statutory payments	24939.53	22929.38
9.	Service Charges on each guard		
10.	Grand Total (8+9)		

Contract value per annum (1st Year)

S.No	Description	No's	Rate per person per month as above	Total amount per month	Total amount per annum
1.	Supervisor (Security)	03			
2.	Security Personnel	28			
	Gross Total Per Annum				
	Total Amount in Words _____ Per Annum in Rs.				

Note:

1. The rates quoted above are as per the rates fixed by the Chief Labour Commissioner (Central) Delhi vide Notification No. S.O.2288(E), as circulated by office of the RLC(Central) Vidyanagar, Hyderabad for Watch & Ward currently in force and is subject to revision from time to time by the Govt. However the rates will be revised and paid as and when notification to the change of minimum wage is issued by the authority.
2. IT will be deducted at source. GST as applicable shall be reimbursed to the contractor on production of proof of having deposited the same with the GST Department.
3. Bonus amount will be reimbursable /payable by TIFR at the end of the contract period subject to eligibility/fulfillment of conditions laid down under Labour Laws/ Bonus Act, for such payment.
4. However the contractor's administrative/service charges (quoted at S.No. 9) would remain unchanged throughout the contract.

SIGNATURE OF THE TENDERER

Date:
